

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

EPIC! CREATIONS, INC., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 24-11161 (BLS)

(Jointly Administered)

Re: D.I. 433 & 560

**OBJECTION OF STRIPE, INC. TO:**

- (I) CHAPTER 11 TRUSTEE’S MOTION FOR ENTRY OF AN ORDER (I) APPROVING BID PROCEDURES IN CONNECTION WITH THE SALE OF ALL OR SUBSTANTIALLY ALL OF THE DEBTORS’ ASSETS, (II) SCHEDULING BID DEADLINES AND AUCTIONS, (III) APPROVING THE FORM AND MANNER OF NOTICE OF THEREOF, (IV) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF CONTRACTS AND LEASES, AND (V) GRANTING RELATED RELIEF [D.I. 433]; AND**
- (II) THE SECOND NOTICE TO COUNTERPARTIES TO POTENTIALLY ASSUMED AND ASSIGNED EXECUTORY CONTRACTS AND UNEXPIRED LEASES REGARDING CURE AMOUNTS AND POSSIBLE ASSIGNMENT TO THE SUCCESSFUL BIDDER AT AUCTION [D.I. 560]**

Stripe, Inc. (“Stripe”), by and through its undersigned counsel, files this Objection (“Objection”) to the *Chapter 11 Trustee’s Motion for Entry of an Order (I) Approving Bid Procedures in Connection with the Sale of All or Substantially All of the Debtors’ Assets, (II) Scheduling Bid Deadlines and Auctions, (III) Approving the Form and Manner of Notice of Thereof, (IV) Approving Procedures for the Assumption and Assignment of Contracts and Leases, and (V) Granting Related Relief [D.I. 433] and Second Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts and*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Epic! Creations, Inc. (9113); Neuron Fuel, Inc. (8758); and Tangible Play, Inc. (9331).





*Possible Assignment to the Successful Bidder at Auction* [D.I. 560], and in support thereof, respectfully states as follows:

**BACKGROUND**

1. On June 4 and 5, 2024 (the “Petition Date”), Epic! Creations, Inc., Tangible Play, Inc., and Neuron Fuel, Inc., the debtors (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), had involuntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) filed against them in the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. On June 27, 2024, the Chapter 11 Cases were ordered to be jointly administered for procedural purposes.

3. On October 7, 2024, the Court entered an order approving the appointment of Claudia Z. Springer as chapter 11 trustee of the Debtors in these Chapter 11 Cases (the “Trustee”).

4. On or about March 12, 2025, the Debtors filed the *Second Notice to Counterparties to Potentially Assumed and Assigned Executory Contracts and Unexpired Leases Regarding Cure Amounts and Possible Assignment to the Successful Bidder at Auction* [D.I. 560] (the “Cure Notice”). The Trustee identifies a “Services Agreement” with Stripe as a potentially assumed contract and asserts that the applicable cure amount for that “Services Agreement” is \$0 (the “Proposed Cure Amount”).

5. Stripe provides services that help businesses to accept credit- and debit-card payments from customers. Attached hereto as **Exhibit A** are Stripe’s current Terms of Service, which were most recently updated on November 11, 2024. The Debtors signed up for Stripe’s services on the dates identified on **Exhibit B**. The Terms of Service are hereinafter referred to as the “Agreement.”



6. The Debtors maintained several accounts with Stripe and, based on information presently available to Stripe, those accounts might be associated with one or more of the legal entities maintained by the Debtors. Moreover, some of those accounts may be associated with Whitehat Education Technology LLC or Voizzit Technology Private Limited. The Trustee has asserted that those accounts are property of the Debtors. A redacted list of accounts is attached hereto as **Exhibit B**.

7. The amount that would be owed to Stripe in connection with an assumption and assignment of the Agreement depends on which accounts are being assumed and assigned by the Debtors. If all of the accounts are assumed and assigned, then the amount owed with respect to some accounts could be substantial. For example, account no. wCE8 has a negative balance of \$166,541.66 even after the recoupment of amounts owed against settlement funds. Moreover, the final amount owed will change depending on chargebacks, refund claims, and other amounts payable by the Debtors under their contracts with Stripe, which are submitted by customers of the Debtors in the ordinary course.

#### **OBJECTION TO ASSIGNMENT AND ASSUMPTION OF CONTRACTS**

8. Depending on which accounts the Debtors intend to assume and assign, the Proposed Cure Amount may be understated, and the Debtors have failed to provide evidence of adequate assurance of future performance. Accordingly, Stripe objects to the proposed assumption and assignment of the Agreement.

##### **A. Objection to Proposed Cure Amount**

9. Section 365 of the Bankruptcy Code provides in pertinent part:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease the trustee—



(A) cures, or provides adequate assurance that the trustee will promptly cure, such default . . .

11 U.S.C. § 365(b)(1)(A).

10. As of March 19, 2025, the total amount due and owing by the Debtors to Stripe pursuant to the Agreement with respect to account nos. eg3A, wCE8, and clcs was no less than \$186,967.02 and INR 1,763,409.38, plus attorneys' fees and expenses attributable to U.S. accounts of no less than \$82,074.78 through February 28, 2025 (which Stripe is entitled to recover pursuant to paragraph 15.4<sup>2</sup> of the Agreement), plus additional contingent and unliquidated amounts<sup>3</sup> (collectively, the "Correct Cure Amount"). A summary of the current amounts owed is set forth in **Exhibit B**. Note that the Correct Cure Amount assumes that Stripe has recouped and offset amounts owed to Stripe against reserves and settlements in the corresponding account. As reflected in **Exhibit B**, the amount owed to Stripe in connection with those and other accounts would be substantially higher without the application of such amounts.

11. Based upon the foregoing, Stripe objects to the Proposed Cure Amount set forth on the Cure Notice, and requests that the Court enter an order directing that the Debtors pay to Stripe the Correct Cure Amount pursuant to section 365(d)(1) of the Bankruptcy Code once the Debtors have determined which accounts they will assume and assign.

12. Stripe is willing to work with the Debtors in good faith to reconcile the accounting to determine the Correct Cure Amount.

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<sup>2</sup> "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." *See In re Crown Books Corp.*, 269 B.R. 12, 15 (Bankr. D. Del. 2001) (a debtor's obligation to cure includes attorney's fees to the extent provided under a contract).

<sup>3</sup> As noted above, the total amount owed is contingent and unliquidated and will need to be reconciled.



**B. Objection to Adequate Assurance Provided**

13. Stripe objects to the assumption and assignment of the Agreement because the Debtors have failed to provide adequate assurance of future performance.

14. Section 365(f)(2) of the Bankruptcy Code provides in pertinent part:

The Trustee may assign an executory contract or unexpired lease of the debtor only if

- (A) The trustee assumes such contract or lease in accordance with the provisions of this section; and
- (B) Adequate assurance of future performance by the assignee of a contract or lease is provided, whether or not there has been a default in such contract or lease.

11 U.S.C. § 365(f)(2).

15. The provision of adequate assurance of future performance is an affirmative duty of the Debtors, and the Debtors bear the ultimate burden of persuasion as to issues under section 365. *See In re Rachels Indus., Inc.*, 109 B.R. 797, 802 (Bankr. W.D. Tenn. 1990); *see also Richmond Leasing Co. v. Cap. Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985).

16. The Debtors have not provided adequate assurance of future performance. The Debtors propose to assign the Agreement to the prevailing bidder at an auction, but the Debtors have not yet identified that entity or supplied information that would allow them to carry their burden of establishing adequate assurance of future performance. Absent sufficient information to satisfy sections 365(b)(3) and (f)(2) of the Bankruptcy Code, Stripe is unable to determine whether a proposed assignee will be able to provide adequate assurance of future performance, as required under the law. For the avoidance of doubt, the adequate assurance must also account for the Debtors' indemnity obligations under the Agreement.



**C. Additional Amounts Accruing**

17. Charges and fees under the Agreement continue to accrue. Stripe reserves its rights to amend and/or supplement its Correct Cure Amount to reflect such additional amounts or to account for any additional charges that have not yet been billed or have not yet become due under the Agreement through the date of the closing on any assignment of the Agreement. The Correct Cure Amount must include all amounts due *as of the effective date of the assumption*.

**D. Indemnification**

18. Stripe requests that the Debtors, or their successors, be required to comply with all contractual obligations to indemnify and hold the Stripe harmless with respect to events that may have occurred pre- or post-Petition Date, but that are not now known to either Stripe or the Debtors as of the date of the assignment.

**E. Settlement Funds and Reserves**

19. Stripe is entitled to recoup and offset settlement funds and reserves against future obligations owed to Stripe pursuant to its stipulation with the Trustee (with the Trustee having reserved her right to object). The Debtors have no interest in, or legal entitlement to, such amounts because those funds belong to Stripe, and Stripe may recoup amounts withheld (and all other amounts owed now or in the future to the Debtors) against obligations owed to Stripe. In the alternative, Stripe has rights of setoff and a security interest with respect to those amounts.

20. The settlement funds and reserves cannot be used to pay the Correct Cure Amount because those amounts are required to be maintained under the Agreement, which Stripe is authorized to maintain in accordance with a stipulation between Stripe and the Trustee. Case No. 24-50142, ECF No. 22-1 at 5.



**F. Accounts**

21. The Debtors have several accounts with Stripe. Any order approving the assumption of the Agreement needs to specify which accounts are being assumed, in part because that will affect the calculation of the Correct Cure Amount.

**SALE OBJECTION**

22. For the avoidance of doubt, if such amounts are held to be property of the estate, Stripe objects to them being transferred under section 363 or otherwise, absent adequate protection (which the Debtors will not be able to show).

**RESERVATION OF RIGHTS**

23. Stripe reserves the right to supplement this Objection, including, but not limited to, for the purpose of asserting additional attorneys' fees, expenses, or interest. Stripe also reserves the right to alter, modify, or assert additional cure amounts. Finally, Stripe reserves the right to amend this Objection to include additional sale issues or raise such issues at any hearing to approve any sale.



**CONCLUSION**

**WHEREFORE**, Stripe respectfully requests that the Court enter an order:

- (i) requiring the Debtors to pay the Correct Cure Amount;
- (ii) identifying with specificity which accounts are being assumed and assigned;
- (iii) requiring the Debtors to provide adequate assurance of future performance of Debtors' obligations under the Agreement;
- (iv) denying any attempt to sell Stripe's property; and
- (v) granting such other and further relief as this Court deems just and proper.

Dated: March 21, 2025  
Wilmington, DE

**ESBROOK P.C.**

/s/ Scott J. Leonhardt

Scott J. Leonhardt (DE #4885)  
1000 N. West Street, Suite 1200  
Wilmington, DE 19801  
302-650-7540  
scott.leonhardt@esbrook.com

-and-

**DAVIS WRIGHT TREMAINE LLP**

Hugh McCullough  
920 Fifth Avenue, Suite 3300  
Seattle, WA 98104  
206-757-8189  
hughmccullough@dwt.com

*Counsel to Stripe, Inc.*



## **Exhibit A**



## **Terms of Service (United States)**





# Stripe Services Agreement — United States

## On this page

General Terms

Definitions

Services Terms

*Read more about the changes made November 11, 2024 [here](#).*

## 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, Inc. (“**Stripe**”) and you or the entity you represent (“**you**” and “**your**”). 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 is subject to a class action waiver and must be resolved by individual binding 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 the United States 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.

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, exploitative, 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).**

## 2.9 Modifications to Services or Stripe Technology.

(a) *Right to Modify.* Stripe may modify or discontinue any part of a Service or Stripe Technology, including ceasing to offer that Service or Stripe Technology in a particular country. Stripe will provide you reasonable notice if the modification or discontinuation would materially reduce the functionality of a Service or Stripe Technology that you are using, unless giving notice would (i) pose a security issue to Stripe; or (ii) cause Stripe to violate Law or breach any legal obligation to a Governmental Authority or Financial Partner.

(b) *Updates.* Stripe is not obligated to provide any Updates. If Stripe does make an Update available, you must 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.



## 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 Event; (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 Stripe Obtains.

You authorize Stripe to obtain information about you and your business from Stripe's service providers and other third parties, including credit reporting agencies, banking partners and information bureaus, for the purposes of this Agreement. This information may include your, or your representative's, name, addresses, credit history, banking relationships, and financial history. You must authorize and direct those third parties to compile and provide this information to Stripe.

## 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. Subject to the requirements of Law, Stripe may revise the Fees at any time. Stripe may, from time to time, offer a Service or Service feature without charge, or waive a Fee for that Service or Service feature. If Stripe increases a Fee, or introduces a new Fee, for a Service that you are currently using, then Stripe will notify you at least 30 days (or longer period if Law requires) before the revised or new Fee applies to you.

### 4.2 Collection of Fees and Other Amounts.



You must pay, or ensure that Stripe is able to collect, Fees, Taxes, 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.

The Fees exclude all Taxes, except as the Stripe Pricing Page expressly 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 by Law to collect or 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 that certificate covers. 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 User 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 Regulated Money Transmission; Stripe Status.**

Certain Services involve regulated money transmission under U.S. Law. To the extent that your use of the Services involves money transmission or other regulated services under U.S. Law, Stripe's Affiliate, SPC, provides those regulated Services, and the SPC terms located on or accessible from the Stripe Legal Page will apply to you, unless the applicable Services Terms specify otherwise. Stripe is not a bank, and does not accept deposits.

### **5.4 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.

## 5.5 Assessed Fines.

You (a) are responsible for all Assessed Fines; and (b) must reimburse Stripe for its payment of Assessed Fines, except to the extent the Assessed Fines result from Stripe's (i) breach of Law, the Agreement, or Financial Services Terms; or (ii) negligence.

# 6. Termination; Suspension; Survival.

## 6.1 Termination.

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

(b) *Stripe Termination.* Stripe may terminate this Agreement (or any part) or close your Stripe Account at any time for any or no reason (including if any event listed in Sections 6.2(a)–(i) of these General Terms occurs) by notifying you. In addition, Stripe may terminate this Agreement (or relevant part) for cause if Stripe exercises its right to suspend Services (including under Section 6.2 of these General Terms) and does not reinstate the suspended Services within 30 days.

(c) *Termination for Material Breach.* A party may terminate this Agreement immediately upon notice to the other 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 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 Event;

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

(i) Stripe believes that your use of the Services (i) is or may be harmful to Stripe or any third party; (ii) presents an unacceptable level of credit risk; (iii) increases, or may increase, the rate of fraud that Stripe observes; (iv) degrades, or may degrade, the security, privacy, 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 applicable Affiliates) grants you a worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license during the Term to access the Documentation, and access and use the Stripe Technology, as long as your access and use is (a) solely as necessary to use the Services; (b) solely for your business purposes; and (c) in compliance with this Agreement and the Documentation.

### 7.2 Feedback.

During the Term, you and your Affiliates may provide Feedback to 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 applicable Affiliates) grants to the other party a worldwide, non-exclusive, non-transferable, non-sublicensable (except to its Affiliates), 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. Stripe and its applicable Affiliates may use your Marks:

- (a) on Stripe webpages and apps that identify Stripe's customers or users;
- (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.

As between the parties, Stripe, its Affiliates, and its third party licensors own all IP Rights in the Services, the Stripe Technology, the Stripe Marks, the Documentation, and the Stripe Website.



Any joint development between the parties of intellectual property 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 or its Affiliates, or contemplates a joint development of intellectual property. 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](#).

## 8.8 Third Party Data You Provide.

If you enable Services or features of Services or functionality that provide Stripe access to data, including Personal Data and Content, from your third party service providers ("**Third Party Data**"), then you authorize Stripe to access and use the Third Party Data, and you must obtain all necessary rights and consents from the applicable individuals and third parties sufficient to enable Stripe to lawfully collect, use, retain, and disclose the Third Party Data. Stripe will use Third Party Data as this Agreement describes and to (a) secure, provide, and update the Stripe services, (b) comply with Law and Financial Partner requirements, and (c) prevent and mitigate fraud, financial loss, and other harm. You must not provide Protected Health Information to Stripe as part of Third Party Data. You are liable for any disclosure of Protected Health Information to Stripe when you provide access to the Third Party Data.

# 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.

## 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. 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 the United States and are eligible to apply for a Stripe account and use the Services;
- (c) you have, and comply with, all necessary rights, consents, licenses, and approvals for the operation of your business and to allow you to access and use the Services in compliance with this Agreement and Law;
- (d) your employees, contractors and agents are acting consistently with this Agreement;



(e) your use of the Services does not violate or infringe upon any third-party rights, including IP Rights, and you have obtained, as applicable, all necessary rights and permissions to enable your use of Content in connection with the Services;

(f) you are authorized to initiate settlements to and debits from the User Bank Accounts;

(g) your use of the Services and Stripe Technology, performance of your obligations under this Agreement, and conduct of your business, comply with Law;

(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 Prohibited or Restricted Business, transact with any Prohibited or Restricted Business, or enable any individual or entity (including you) to benefit from any Prohibited or Restricted Business, unless Stripe has pre-approved the respective Prohibited or Restricted Business in writing;

(k) you are the named account holder of each User Bank Account, and each User Bank Account is located in a country Stripe approves you to maintain Bank Accounts; 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.

## 12. Disclaimer and Limitations on Liability.

The following disclaimer and limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.

### 12.1 Disclaimer.

Stripe provides the Services and Stripe Technology "AS IS" and "AS AVAILABLE". Except as expressly stated as a "warranty" in this Agreement, and to the maximum extent permitted by Law, Stripe does not make any, and expressly disclaims all, express and implied warranties and statutory guarantees with respect to its performance under this Agreement, the Services, Financial Partners, the Stripe Technology, Stripe Data and the Documentation, including as related to availability, the implied warranties of fitness for a particular purpose, merchantability and non-infringement, and the implied warranties arising out of any course of dealing, course of performance or usage in trade. The Stripe Parties are not liable for any losses, damages, or costs that you or others may suffer arising out of or relating to hacking, tampering, or other 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 (a) your access to, or use of, the Services in a way that is inconsistent with this Agreement or the Documentation; (b) unauthorized access to servers or infrastructure, or to Stripe Data or Protected Data; (c) Service interruptions or stoppages; (d) bugs, viruses, or other harmful code that may be transmitted to or through the Service (e) errors, inaccuracies,



omissions or losses in or to any Protected Data or Stripe Data; (f) Content; or (g) your or another party's defamatory, offensive, fraudulent, or illegal conduct.

## 12.2 LIMITATIONS ON LIABILITY.

(a) **Indirect Damages.** To the maximum extent permitted by Law, the Stripe Parties will not be liable to you or your Affiliates in relation to this Agreement or the Services during and after the Term, whether in contract, negligence, strict liability, 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 or the Stripe Parties have been advised of their possibility.

(b) **General Damages.** To the maximum extent permitted by Law, the Stripe Parties will not be liable to you or your Affiliates in relation to this Agreement or the Services during and after the Term, whether in contract, negligence, strict liability, 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 the state of California 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 the United States District Court for the Northern District of California), will be determined by binding arbitration in San Francisco, California before a single arbitrator.



(b) The American Arbitration Association will administrate the arbitration under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds \$75,000 USD (excluding interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds \$25,000 USD (excluding interest, attorneys' fees and arbitration fees and costs), and in other cases where the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply.

(c) The arbitrator will apply the substantive law of the State of California and of the United States, excluding their 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.

(e) The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this Section 13 referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. Sections 1-16) will govern any arbitration conducted in accordance with this Agreement.

### **13.3 Arbitration Procedure.**

(a) A party must notify the other party 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 American Arbitration Association 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 arbitrators may award monetary damages and any other remedies allowed by the laws of the State of California. 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 state or federal court located in San Francisco, California. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

(d) In accordance with the AAA Rules, 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) Stripe 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 and the AAA Rules, the provisions of this Section 13 will prevail.

### **13.6 Class Waiver.**

To the extent Law permits, any dispute arising out of or relating to this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

### **13.7 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. 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 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) 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 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 in the country in which Stripe is located. 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 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 and its Affiliates will not be liable for any losses, damages, or costs you suffer, or delays in a Stripe Entity's performance or non-performance, to the extent caused by a Force Majeure Event.

## 15.8 Assignment.

You may not assign or transfer any obligation or benefit under this Agreement without Stripe's consent. Any attempt to assign or transfer in violation of the previous sentence will be void in each instance. If you wish to assign this Agreement, please [contact us](#). Stripe may, without your consent, freely assign and transfer this Agreement, including any of its rights or obligations under this Agreement. This Agreement will be binding on, inure to the benefit of, and be enforceable by the parties and their permitted assigns.

## 15.9 Trade Control.

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

**“AAA Rules”** means the American Arbitration Association's Commercial Arbitration Rules as described in Section 13.2(b) of the General Terms.

**“ACH Network”** means the automated clearinghouse payment network that the member organizations of Nacha control and manage.



**“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.

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

**“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.

**“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.

**“Assessed Fines”** means assessments, penalties, fines, and fees imposed by Governmental Authorities or Financial Partners arising out of or relating to your use of the Services.

**“Authorized Purpose”** means the purpose approved by Stripe under Section 2.1 of the Stripe Financial Connections Terms for which you may collect, use, disclose and process Connections Data.

**“Available Spend”** has the meaning given to it in the applicable Issuing Bank Terms.

**“Available Treasury Balance”** means the amount of funds that is available to be transferred or paid out of a Financial Account.

**“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”** has the meaning given to it in the applicable Issuing Bank Terms.



**“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.

**“Card Transaction”** has the meaning given in the applicable Issuing Bank Terms.

**“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) entry into any transaction or arrangement that would have the same or similar effect as a transaction referred to in (a)-(c) of this definition; 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 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.



**“Connections Data”** means data associated with a Connections End User’s financial account that Stripe provides to you through the Stripe Financial Connections Services, which may include account and routing numbers, account ownership information, account balance, and account transactions, from Data Sources.

**“Connections End User”** means an End User whose Connections Data you request to access, collect, use, and process in connection with the Stripe Financial Connections Services.

**“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.

**“Custodial Account”** means a custodial account that SPC maintains, in its name, at the Treasury Bank, for the benefit of all accountholders using the Stripe Treasury Services.

**“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).

**“Cut-Off Time”** means the time on a business day by which SPC must receive an instruction or Financial Account Transaction request from a Stripe Treasury Accountholder in order to process that instruction or request on the same day.

**“Data Source”** means an entity that provides financial account information to Stripe.

**“Data Processing Agreement”** means the data processing agreement located at [www.stripe.com/legal/dpa](https://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).



**“Disputes API Form”** means an electronic form that enables you and your Connected Accounts to submit Card Transaction disputes to Stripe.

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

**“DP Law”** has the meaning given to it in the [Data Processing Agreement](#).

**“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).

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

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

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

**“Entry”** has the meaning given to it in the Nacha Operating Rules.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, 29 U.S.C. Chapt. 18.

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

**“Express Consent”** means a Connections End User’s express, informed opt-in consent to your collection, use, disclosure, and processing of that Connections End User’s Connections Data for the Authorized Purpose.

**“Express Consent UI”** means the user interface, including the text and consent mechanism included on that user interface, through which you obtain Express Consents.

**“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.

**“FDIC”** means Federal Deposit Insurance Corporation.

**“FDIC Insurance”** means deposit insurance that covers certain types of accounts at FDIC-insured banks.



**“Feedback”** means ideas, suggestions, comments, observations and other input you provide to Stripe regarding Stripe services and the Stripe Technology.

**“Fees”** means the fees and charges applicable to the Services.

**“Financial Account”** means the virtual prepaid access account that SPC or its Affiliates creates for a Stripe Treasury Accountholder as part of the Stripe Treasury Services.

**“Financial Account Transaction”** means an Entry or other transaction in a Financial Account that adds to or subtracts from the Available Treasury Balance.

**“Financial Institution”** has the meaning given to it in the GLBA.

**“Financial Partner”** means an entity 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.

**“GLBA”** means Gramm-Leach Bliley Act, 15 U.S.C. Sections 6802-6809.



**“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 in [Stripe's Prohibited and Restricted Business List](#).

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

**“Hold”** means a restriction on the availability of funds in a Financial Account that a Stripe Entity places as a result of delayed funds availability, Legal Process or other reason.

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

**“Insolvency Event”** 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 recognized anywhere in the world.

**“IRS”** means Internal Revenue Service.

**“IRS Code”** means Internal Revenue Code, 26 U.S.C. Title 26.

**“IRS Form 1099 Services”** means the Services where Stripe generates copies of IRS Form 1099 with respect to Transactions on Custom Accounts, Express Accounts, and Connected Accounts with Platform Pricing Control, delivers recipient copies of IRS Form 1099 to the applicable Connected Accounts, and files electronic copies of IRS Form 1099 with the applicable Governmental Authorities (e.g., state or federal tax authorities), to the extent stated in the Documentation.

**“Issuing Authorized User”** has the meaning given to it in the applicable Issuing Bank Terms.



**“Issuing Bank”** means the Financial Partner, identified in the Issuing Bank Terms for the applicable Stripe Issuing Program, that issues a Card.

**“Issuing Bank Terms”** means the applicable Issuing Bank’s Financial Services Terms that govern your participation in the applicable Stripe Issuing Program.

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

**“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.

**“Nacha”** means the National Automated Clearinghouse Association.

**“Nacha Operating Rules”** means the rules Nacha publishes that govern automated clearing house transactions on the ACH Network, located at [www.nachaoperatingrulesonline.org](https://www.nachaoperatingrulesonline.org).

**“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.

**“Originator”** has the meaning given to it in the Nacha Operating Rules.

**“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.

**“Payment Source”** has the meaning given to it in the applicable Issuing Bank Terms.

**“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 and “personal information” as defined in the CCPA.

**“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”** means the platform that gives you access to the Stripe Issuing Program (if you are a Connected Account or if you otherwise access the Stripe Issuing Program through a platform).

**“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.

**“Principal Owner”** means, with respect to a legal entity, an individual who directly or indirectly, through any contract, arrangement, understanding, relationship, or otherwise, owns at least 25% of the equity interests of the legal entity.

**“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.

**“Prohibited or Restricted Business”** means any category of business or business practice for which a Service cannot be used or its use is limited (as applicable), as identified in [Stripe's Prohibited and Restricted Business List](#) for the applicable Service and jurisdiction of your Stripe Account.



**“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.

**“Protected Health Information”** has the meaning given to the term “protected health information” in 45 CFR §§164.501 and 160.103.

**“Purchaser”** means a user that purchases 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.

**“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 Stripe transfers 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.

**“SPC”** means Stripe Payments Company, which is a Stripe Affiliate.

**“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 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 Stripe to transfer data from your Stripe Account to the Data Warehouse, as described on the Stripe Website.

**“Stripe End User Terms”** means the terms that apply to an End User’s use of Stripe’s End User Services located at [www.stripe.com/legal/end-users](https://stripe.com/legal/end-users).

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

**“Stripe Financial Connections Services”** means the Services that enable you to verify End User financial accounts and the option to receive Connections Data.

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



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

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

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

**“Stripe Issuing Platform Services”** means the Services that allow you to co-market the Stripe Issuing Accountholder Services to your Platform Users and provide access to the Stripe Issuing Accountholder Services to Stripe Issuing Accountholders.

**“Stripe Issuing Program”** means Card issuing services that the applicable Issuing Bank provides under the applicable Issuing Bank Terms, together with the Stripe Issuing Accountholder Services.

**“Stripe Issuing Program Guidelines”** means all product design, marketing, compliance, reporting, and other guidelines and requirements Stripe and the applicable Issuing Banks establish related to the Stripe Issuing Services, as updated from time to time.

**“Stripe Issuing Program Territory”** means the Territory, as that term is defined in the applicable Issuing Bank Terms.

**“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 and its 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 Professional Services”** means the advisory and consulting services provided by Stripe or its subcontractors as described on the Professional Services Order Form, Professional Services Data Sheet and Stripe Website.

**“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](https://www.github.com/stripe).

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

**“Stripe Tax Services”** means the Services that are designed to enable you to determine and calculate the amount, if any, of certain Taxes due in connection with your sale of goods or provision of services to Customers.

**“Stripe Technology”** means all hardware, software (including software in the Stripe SDKs), application programming interfaces (including the Stripe API), user interfaces (including the Stripe Dashboard), and other technology that Stripe uses to provide and make available the Stripe services.

**“Stripe Terminal Documentation”** means the Documentation, along with other documentation that Stripe makes available to you (including via email), relating to the Stripe Terminal Services, Stripe Terminal Software or Stripe Terminal Products.

**“Stripe Terminal Product”** means a device, instrument, piece of equipment or other hardware that (a) 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.

**“Stripe Treasury Accountholder”** means a Connected Account, or Stripe Connect Platform using the Stripe Treasury Services for your own business purpose, who has successfully completed the onboarding requirements described in the Stripe Treasury Platform Terms.

**“Stripe Treasury Account Information”** means Personal Data or business information that a Stripe Connect Platform provides on behalf of its Connected Accounts to enable Stripe and its Affiliates to (a) determine the Connected Accounts’ eligibility to access the Stripe Treasury Services; (b) make the Stripe Treasury Services available to Stripe Treasury Accountholders; and (c) fulfill their responsibilities to applicable Treasury Banks and Treasury Transfer Networks.

**“Stripe Treasury Dashboard”** means a user interface a Stripe Connect Platform provides that enables a Stripe Treasury Accountholder to manage its Financial Account.

**“Stripe Treasury Product Guidelines”** means all product design, marketing, compliance, reporting and other guidelines and requirements established by a Stripe Entity or the applicable Treasury Banks from time to time in connection with the Stripe Treasury Services.

**“Stripe Treasury Services”** means the Services that enable a Stripe Treasury Accountholder to create and maintain a Financial Account where the Stripe Treasury Accountholder can (a) store, spend, and manage funds; and (b) make electronic payments and funds transfers to and from that account.

**“Stripe Treasury Territory”** means the United States and Puerto Rico.

**“Stripe Website”** means [www.stripe.com](https://www.stripe.com).

**“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 a required tax information return or report, including IRS Form 1099, 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.

**“Treasury Authorized User”** means an individual that a Stripe Treasury Accountholder authorizes to use the Stripe Treasury Services.

**“Treasury Bank”** means a bank insured by the Federal Deposit Insurance Corporation through which a Stripe Entity holds Stripe Treasury Accountholder funds.



**“Treasury Regulatory Requirements”** means Law, the rules of the Treasury Transfer Networks and the PCI Standards.

**“Treasury Transfer Networks”** means the electronic funds transfer networks the Stripe Treasury Services uses, including the ACH Network, credit card networks, and debit card networks.

**“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 Materials”** means (a) all Mark or other materials that you or a Stripe Issuing Accountholder wish to place on Cards; or (b) all other materials that you provide to Stripe for the purposes of the Stripe Issuing Programs.



“**User Party**” means you, your Affiliate, or a director, employee or agent of you or your Affiliate.

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

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

# Services Terms

Stripe Payments	▼
Stripe Connect - Platform	▼
Stripe Adaptive Pricing	▼
Stripe Climate	▼
Stripe Data Pipeline	▼
Stripe Financial Connections	▼
Stripe Identity	▼
Stripe Issuing - Accountholder	▼
Stripe Issuing - Platform	▼
Stripe Professional Services	▼
Stripe Radar	▼



<b>Stripe Tax</b>	▼
<b>Stripe Terminal</b>	▼
<b>Stripe Terminal - Platform</b>	▼
<b>Stripe Treasury - Connected Accounts</b>	▼
<b>Stripe Treasury - Platform</b>	▼
<b>Stripe Vault and Forward</b>	▼

- Stripe Services Agreement
- Stripe Connected Account Agreement
- Stripe Payments Company Terms
- Acquirer Terms
  - Acquirer Disclosure
  - Cross River Bank
  - Deutsche Bank
  - Goldman Sachs Bank USA
  - PNC Bank
- Issuing Bank Terms
- Payment Method Terms
- User Bank Debit Authorizations
- Prohibited & Restricted Businesses
- Other Products and Programs
  - Stripe Terminal Device EULA
  - Stripe Terminal Purchase Terms
  - Stripe Terminal Reseller Terms
  - Stripe Atlas Agreement
  - Stripe Climate Contribution Terms
  - Stripe Partner Ecosystem



Stripe Apps

- App Developer Agreement
- App Marketplace Agreement

Privacy

- Privacy Policy
- Cookies Policy
- Privacy Shield Policy
- Service Providers List
- Data Processing Agreement
- Data Transfers Addendum
- Stripe Privacy Center

Intellectual Property

- Intellectual Property Notice
- Marks Usage

E-SIGN Disclosure

Licenses

Consumer Terms



United States  
(English)

Products & pricing

- Pricing
- Atlas
- Billing
- Capital
- Checkout
- Climate
- Connect
- Data Pipeline
- Elements

Solutions

- Startups
- Enterprises
- SaaS
- Retail
- Platforms
- Ecommerce
- Marketplaces
- Crypto
- Creator economy
- Embedded finance

Resources

- Guides
- Customer stories
- Blog
- Annual conference
- Privacy & terms
- Prohibited & restricted businesses
- Licenses
- Sitemap



Financial	Global businesses	Cookie settings
Connections	Finance automation	Your privacy choices
Identity		
Invoicing	<b>Integrations &amp;</b>	<b>Company</b>
Issuing	<b>custom solutions</b>	Jobs
Link	Stripe App	Newsroom
Payments	Marketplace	Stripe Press
Payment Links	Partner ecosystem	
Payouts	Professional services	<b>Support</b>
Radar		Contact sales
Revenue	<b>Developers</b>	Support center
Recognition	Documentation	Support plans
Sigma	API reference	CA residents:
Tax	API status	+1 888 926 2289
Terminal	API changelog	
Treasury	Stripe Apps	<b>Sign in &gt;</b>

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**Terms of Service  
(United Arab Emirates)**





# Stripe Services Agreement — United Arab Emirates

Last updated: February 15, 2021

Welcome to Stripe.

This Stripe Services Agreement ("Agreement") is a legal agreement between Stripe Payments Europe, Ltd. ("Stripe", "us", or "we") and the entity or person ("you", "your", or "user") who registered on the Stripe Account page to receive certain payment processing, data, technology and analytics services, and other business services that may be offered by Stripe and its affiliates (each, a "Service"). This Agreement describes the terms and conditions that apply to your use of the Services.

If you do not understand any of the terms of this Agreement, please [contact us](#) before using the Services.

You may not access or use any Services unless you agree to abide by all of the terms and conditions in this Agreement.

## Section A: General Terms

### 1. Overview of this Agreement

This Agreement provides a general description of the Services that Stripe may provide to you, including those that allow you to accept payments from purchasers of your goods or services or donors to your organization (your "Customers"). We provide you with a more detailed description



of the Services through published software libraries and application programming interfaces that may be used to access the Services (the "API") and additional resources we make available to you on our website.

Before using the Services, you must register with Stripe and create an account (a "Stripe Account").

Section A describes the process of registering for and using your Stripe Account.

Section B describes your use of the API and the Services.

Section C describes the Payment Processing Services, which are one type of Service provided by Stripe.

Section D describes proper handling, management, and use of data generated during your use of the Services, including your Customers' data.

Finally, Section E describes your liability to Stripe for all losses connected with your Stripe Account, your agreement to resolve all disputes with Stripe by arbitration and not in a lawsuit, and other legal terms that apply to you.

## 2. Your Stripe Account

**a. Registration and Permitted Activities:** Only businesses (including sole proprietors), bona fide charitable organizations, and other entities or persons located in the United Arab Emirates are eligible to apply for a Stripe Account to use the Services described in this Agreement. Stripe and its affiliates may provide Services to you or your affiliates in other countries or regions under separate agreements.

To register for a Stripe Account, you or the person or people submitting the application (your "Representative") must provide us with your business or trade name, physical address, email, phone number, business identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your Stripe Account administrator. Until you have submitted, and we have reviewed and approved, all required information, your Stripe Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason.



If you use Payment Processing Services, your name (or the name used to identify you) and URL may appear on your Customers' bank or other statements. To minimize confusion and avoid potential disputes, these descriptors must be recognizable to your Customers and must accurately describe your business or activities. You may only use Payment Processing Services to facilitate Transactions (as defined below) with your Customers. You may not use Payment Processing Services to conduct any personal transactions or for peer-to-peer money transmission, or for any other purposes prohibited by this Agreement.

**b. Business Representative:** You and your Representative individually affirm to Stripe that your Representative is authorised to provide the information described in this Section A.2 on your behalf and to bind you to this Agreement. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of Stripe, neither you nor your Representative may register or attempt to register for a Stripe Account on behalf of a user Stripe previously terminated from use of the Services.

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 any amounts owed under this Agreement.

The following special requirements apply in relation to persons that are not at least 18 years old. If you are an individual or sole proprietor, and you are not at least 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 at least 18 years old, but the individual is 13 years old or older, your Representative must either obtain the consent of your board or of an authorised officer. Any such approving board, authorised officer, parent, or legal guardian is responsible to Stripe and is legally bound to this Agreement as if it had agreed to the terms of this Agreement itself. You may not use the Services if you are under 13 years of age.

**c. Validation and Underwriting:** At any time during the term of this Agreement and your use of the Services, we may require additional information from you to verify beneficial ownership or control of the business, validate information you provided, verify you or your Representative's identity, and assess the risk associated with your business. This additional information may include business invoices, copies of government-issued identification, business licences, or other information related to your business, its beneficial owners or principals. If you use Payment Processing Services, we may also request that you provide copies of financial statements or records pertaining to your compliance with this Agreement, or require you to provide a personal or company guarantee. Your failure to provide this information or material may result in suspension or termination of your Stripe Account.



You authorise us to retrieve information about you from our service providers and other third parties, including credit reporting agencies and information bureaus and you authorise and direct such third parties to compile and provide such information to us. You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your Stripe Account. Stripe may periodically update this information as part of our underwriting criteria and risk analysis procedures.

**d. Changes to Your Business, Keeping your Stripe Account Current:** You agree to keep the 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 Representatives, beneficial owners, principals, or any other pertinent information. We may suspend your Stripe Account or terminate this Agreement if you fail to keep this information current.

You also agree to promptly notify us in writing no more than three days after any of the following occur: you are the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, or similar action (any of the foregoing, a "Bankruptcy Proceeding"); there is an adverse change in your financial condition; there is a planned or anticipated liquidation or substantial change in the basic nature of your business; you transfer or sell 25% or more of your total assets, or there is any change in the control or ownership of your business or parent entity; or you receive a judgment, writ or warrant of attachment or execution, lien or levy against 25% or more of your total assets.

### 3. Your Relationship with Your Customers

You may only use the Services for legitimate Transactions with your Customers. You know your Customers better than we do, and you are responsible for your relationship with them. Stripe is not responsible for the products or services you publicize or sell, or that your Customers purchase using the Services; or if you accept donations, for your communication to your Customers of the intended use of such donations. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers.

Stripe provides Services to you but we have no way of knowing if any particular purchase, sale, donation, order, or other transaction (each a "Transaction") is accurate or complete, or typical for your business. You are responsible for knowing whether a Transaction initiated by your Customer is erroneous (such as a Customer purchasing one item when they meant to order another) or



suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services.

## 4. Fees and Fines

Stripe will provide the Services to you at the rates and for the fees ("Fees") described on the [Pricing](#) page, linked here and incorporated into this Agreement. The Fees include charges for Transactions (such as processing a payment) and for other events connected with your Stripe Account (such as handling a disputed charge). We may revise the Fees at any time. However, we will provide you with at least 30 days' advance notice before revisions become applicable to you (or a longer period of notice if this is required by applicable Law).

In addition to the Fees, you are also responsible for any penalties or fines imposed in relation to your Stripe Account on you or Stripe by Stripe or any Payment Method Provider or Payment Method Acquirer (each as defined in Section C) resulting from your use of Payment Processing Services in a manner not permitted by this Agreement or a Payment Method Provider's rules and regulations.

You are also obligated to pay all taxes, fees and other charges imposed by any governmental authority, including any value added tax, goods and services tax, sales tax and applicable indirect and transactional taxes ("Taxes") on the Services provided under this Agreement. If you are tax-exempt, you will provide us with an appropriate certificate or other evidence of tax exemption that is satisfactory to us.

## 5. Services and Stripe Account Support

We will provide you with support to resolve general issues relating to your Stripe Account and your use of the Services. This support includes resources and documentation that we make available to you through the current versions of Stripe's [support pages](#), [API documentation](#), and other pages on our [website](#) (collectively, "Documentation"). The most efficient way to get answers to your questions is to review our Documentation. If you still have questions after reviewing the Documentation, please [contact us](#).



You are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for the Services to your Customers unless we agree to do so in a separate agreement with you or one of your Customers.

## 6. Taxes and Other Expenses

Our fees are exclusive of any applicable Taxes, except as expressly stated to the contrary. You have sole responsibility and liability for: (i) determining what, if any, Taxes apply to the sale of your products and services, acceptance of donations, or payments you receive in connection with your use of the Services; and (ii) assessing, collecting, reporting, and remitting Taxes for your business to the appropriate tax and revenue authorities. If we are required to withhold any Taxes, or we are unable to validate any tax-related identification information you provide to us, we may deduct such Taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status. Upon our reasonable request, you must provide us with information regarding your tax affairs.

We may send documents to you and tax authorities for Transactions processed using the Services. Specifically, pursuant to applicable Law, we may be required to file periodic informational return with taxing authorities in relation to your use of the Services. If you use Payment Processing Services, you acknowledge that we will report the total amount of payments you receive each calendar year as required by appropriate tax and revenue authorities. We also may, but are not obliged to, electronically send you tax-related information.

## 7. Service Requirements, Limitations and Restrictions

**a. Compliance with Applicable Laws:** You must use the Services in a lawful manner, and must obey all laws, rules, and regulations ("Laws") applicable to your use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

**b. Restricted Businesses and Activities:** You may not use the Services to enable any person (including you) to benefit from any activities Stripe has identified as a **restricted business or activity** (collectively, "Restricted Businesses"). Restricted Businesses include use of the Services



in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the [United States Office of Foreign Asset Control \(OFAC\)](#), the European Commission, or the United Arab Emirates.

Please review the list of [Restricted Businesses](#) thoroughly before registering for and opening a Stripe Account. If you are uncertain whether a category of business or activity is restricted or have questions about how these restrictions apply to you, please [contact us](#). We may add to or update the Restricted Business List at any time.

**c. Other Restricted Activities:** You may not use the Services to facilitate illegal Transactions or to permit others to use the Services for personal, family or household purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public Stripe systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.

## 8. Suspicion of Unauthorised or Illegal Use

We may refuse, condition, or suspend any Transactions that we believe: (i) may violate this Agreement or other agreements you may have with Stripe; (ii) are unauthorised, fraudulent or illegal; or (iii) expose you, Stripe, or others to risks unacceptable to Stripe. If we suspect or know that you are using or have used the Services for unauthorised, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your Stripe Account, your Customers, and Transactions made through your use of the Services.

## 9. Disclosures and Notices; Electronic Signature Consent



**a. Consent to Electronic Disclosures and Notices:** By registering for a Stripe Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from Stripe ("Notices"), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

**b. Methods of Delivery:** You agree that Stripe can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email or physical addresses identified in your Stripe Account. Notices may include notifications about your Stripe Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you.

**c. SMS and Text Messages:** You authorize us to provide Notices to you via text message to allow us to verify your or your Representative's control over your Stripe Account (such as through two-step verification), and to provide you with other critical information about your Stripe Account. In the event of a suspected or actual fraud or security threat to your Stripe Account, Stripe will use SMS, email or another secure procedure to contact you. Standard text or data charges may apply to such Notices. Where offered, you may disable text message notifications in the Dashboard by responding to any such message with "STOP", or by following instructions provided in the message. However, by disabling text messaging, you may be disabling important Security Controls (as defined below) on your Stripe Account and may increase the risk of loss to your business.

**d. Requirements for Delivery:** It should come as no surprise to you that you will need a computer or mobile device, Internet connectivity, and an updated browser to access your Dashboard and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please [contact us](#) and we can find another means of delivery.

**e. Withdrawing Consent:** Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating your Stripe Account.

## 10. Termination

**a. Term and Termination:** This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or Stripe. You may terminate this Agreement by closing your Stripe Account at any time by opening [the data tab in your account settings](#),



selecting "close my account" and ceasing to use the Service. If you use the Services again or register for another Stripe Account, you are consenting to this Agreement. We may terminate this Agreement or close your Stripe Account at any time for any reason (including, without limitation, for any activity that may create harm or loss to the goodwill of a Payment Method) by providing you advance Notice (the period of notice as required by applicable Law). We may suspend your Stripe Account and your ability to access funds in your Stripe Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your Stripe Account; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement; (iii) any Law, Payment Method Provider or Payment Method Acquirer requires us to do so; or (iv) we are otherwise entitled to do so under this Agreement. 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 the Payment Method under this Agreement.

**b. Effects of Termination:** Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to (i) complete all pending Transactions, (ii) stop accepting new Transactions, and (iii) immediately remove all Stripe and payment network logos from your website (unless permitted under a separate licence with the payment network). Your continued or renewed use of the Services after all pending Transactions have been processed serves to renew your consent to the terms of this Agreement. If you terminate this Agreement, we will pay out any remaining funds owed to you in accordance with Section C.

In addition, upon termination you understand and agree that (i) all licences granted to you by Stripe under this Agreement will end; (ii) subject to Section D.5, we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (iii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iv) you are still liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

## Section B: Stripe Technology

### 1. API and Dashboard



Stripe has developed and provides access to the API that may be used to access the Services. You may use the API solely as described in the Documentation to use the Services on websites and through the applications identified in your Stripe Account. You may manage your Stripe Account, connect with other service providers, and enable additional features through the Stripe [management dashboard](#) ("Dashboard").

You may not use the API for any purpose, function, or feature not described in the Documentation or otherwise communicated to you by us. Due to the nature of the Services, we will update the API and Documentation from time to time, and may add or remove functionality. We will provide you Notice in the event of material changes, deprecations, or removal of functionality from the API so that you may continue using the Services with minimal interruption.

We will make publishable and secret API keys for live and test Transactions available to you through the Dashboard. Publishable keys identify Transactions with your Customers, and secret keys permit any API call to your Stripe Account. You are responsible for securing your secret keys --- do not publish or share them with any unauthorised persons. Failure to secure your secret keys will increase the likelihood of fraud on your Stripe Account and potential losses to you or your Customers. You should contact us immediately if you become aware of any unauthorised use of your secret key or any other breach of security regarding the Services. We provide more details on proper use of publishable and secret API keys in the Documentation. Information on securing your Stripe Account is available in Section D.

## 2. Ownership of Stripe IP

As between you and Stripe, Stripe and its licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the API, Services, Dashboard, and Documentation (collectively, "Stripe IP") or any copies thereof. Stripe IP is protected by copyright, trade secret, patent, and other intellectual property Laws, and all rights in Stripe IP not expressly granted to you in this Agreement are reserved.

You may choose to or we may invite you to submit comments or ideas about improvements to the Service, our API, our platform, or any other component of our products or services ("Ideas"). If you submit an Idea to us, we will presume that your submission was voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the Idea. You also agree that Stripe has no fiduciary or any other obligation to you in connection with any Idea you submit to us, and that we are free to use your Ideas without any attribution or compensation to you.



### 3. License

You are granted a nonexclusive and nontransferable licence to electronically access and use the Stripe IP only in the manner described in this Agreement. Stripe does not sell to you, and you do not have the right to sublicense the Stripe IP. We may make updates to the Stripe IP or new Services available to you automatically as electronically published by Stripe, but we may require action on your part before you may use the Stripe IP or new Services (including activation through the Dashboard, or acceptance of new or additional terms). Stripe may revoke or terminate this licence at any time if you use Stripe IP in a manner prohibited by this Agreement.

You may not: (i) claim or register ownership of Stripe IP on your behalf or on behalf of others; (ii) sublicense any rights in Stripe IP granted by us; (iii) import or export any Stripe IP to a person or country in violation of any country's export control Laws; (iv) use Stripe IP in a manner that violates this Agreement or Laws; or (v) attempt to do any of the foregoing.

### 4. Stripe Marks; References to Our Relationship

We may make certain Stripe logos or marks ("Stripe Marks") available for use by you and other users to allow you to identify Stripe as a service provider. To use Stripe Marks, you must first agree to the [Stripe Marks Usage Agreement](#). Stripe may limit or revoke your ability to use Stripe Marks at any time. You may never use any Stripe Marks or Stripe IP consisting of trademarks or service marks without our express permission, or in a manner that may lead people to confuse the origin of your products or services with ours.

During the term of this Agreement, you may publicly identify us as the provider of the Services to you and we may publicly identify you as a Stripe user. If you do not want us to identify you as a user, please [contact us](#). Neither you nor we will imply any untrue sponsorship, endorsement, or affiliation between you and Stripe. Upon termination of your Stripe Account, both you and Stripe will remove any public references to our relationship from our respective websites.

### 5. Content

You may use the Services to upload or publish text, images, and other content (collectively, "Content") to your Stripe Account and to third-party sites or applications but only if you agree to obtain the appropriate permissions and, if required, licences to upload or publish any such



Content using the Services. You agree to fully reimburse Stripe for all fees, fines, losses, claims, and any other costs we may incur that arise from publishing illegal Content through the Services, or claims that Content you published infringes the intellectual property, privacy, or other proprietary rights of others.

## 6. Additional Services

**a. Stripe Connect:** The terms in this section only apply if you choose to connect your Stripe Account to a platform provider (each a "Platform") using the Stripe Connect service.

Stripe Connect allows Platforms to help you administer your Stripe Account and provide additional services directly to you or your Customers. You can connect your Stripe Account to Platforms when you register for your Stripe Account, or through the Dashboard. To use Stripe Connect, you must also agree to the [Stripe Connected Account Agreement](#). When you connect your Stripe Account to a Platform, you authorise Stripe to permit the Platform to: (i) access your Stripe Account and any Data (as defined in Section D) contained in your Stripe Account; (ii) assist you with creating and managing Transactions with your Customers; and (iii) deduct amounts (for example, fees for use of the Platform) from funds payable to you from Transactions occurring in connection with the Platform ("Platform Fees"). You must separately agree with the Platform to pay any Platform Fees, and any Platform Fees will be in addition to Fees.

Once you have authorised a Platform to connect to your Stripe Account, the Platform will continue to have access to your Stripe Account and will be authorised to perform the functions described in the Stripe Connected Account Agreement until you specifically withdraw your authorisation by changing the Stripe Connect settings in the Dashboard.

**b. Stripe Relay:** The terms in this section only apply if you choose to publish or accept Transactions through your Stripe Account using Stripe Relay.

You may publish product and service descriptions, SKUs, prices, inventory, images and other information describing your products or services and their variations (collectively, "Product Data") to online, mobile, off-site or affiliate channels ("Apps") using Stripe Relay. Stripe Relay also allows you to accept Transactions from your Customers through the Apps, and enables you to manage inventory and purchase information for such Transactions. As used in this section, "Order Data" means the Data (as defined in Section D) transmitted using your systems or systems you control, for the purpose of initiating or completing a Transaction, and which includes Product Data.



We may provide Product Data through the Dashboard to the Apps connected to your Stripe Account, and the connected Apps may publish Product Data publicly as you provided it to us through Stripe Relay. You are solely responsible for obtaining the appropriate rights to publish Product Data through the Apps, and for the accuracy or inaccuracy of any pricing, inventory information, facts, or statements --- even those made erroneously --- contained in Product Data. You grant Stripe a worldwide, royalty-free, nontransferable licence to: (i) publish Product Data through the Apps you have connected your Stripe Account to; (ii) receive and transmit Order Data to you; (iii) use any trademarks, service marks, or Personal Data (as defined in Section D) contained in Product Data or Order Data to the extent required to perform either (i) or (ii); and (iv) authorise Stripe to sublicense such rights to Apps to facilitate your use of Stripe Relay. You agree to fully reimburse Stripe for all fees, fines, losses, claims, and any other costs we may incur that result from your use of Order Data or publication of Product Data through the Apps.

You affirm that you will not knowingly publish any false or misleading Product Data, or use Stripe Relay to sell or attempt to sell any illegal products or services through the Apps, and that you are solely responsible for production, fulfilment, shipping, and provision of any ancillary services related to Transactions you receive through your use of Stripe Relay.

**c. Other Services:** From time to time we may offer you additional features or services that may be subject to additional or different terms of service. Examples of additional services are [Stripe Radar](#) and [Stripe Sigma](#). All such additional features and services form part of the Services, and you may not use these additional services unless you agree to the applicable agreement or terms (if any) for those services.

We may also provide you access to services identified as "beta" or pre-release services. You understand that these services are still in development, may contain bugs or errors, may be feature incomplete, may materially change prior to a full commercial launch, or may never be released commercially. We provide beta services AS IS, and without warranty of any kind, and your use of, or reliance on beta services is at your own risk.

# Section C: Payment Processing Services

## 1. Payment Processing Services Overview



Stripe works with various Stripe affiliates, Payment Method Providers and Payment Method Acquirers to provide you with access to the Payment Methods and Payment Processing Services. Where the Payment Processing Services enable you to submit Charges (as defined below), we may limit or refuse to process Charges for any Restricted Businesses, or for Charges submitted in violation of this Agreement.

Your use of a Payment Method may be subject to separate terms applicable to the Payment Method. For example, Visa and Mastercard require you to enter into an agreement with the Payment Method Acquirer for Visa and Mastercard Transactions. The Payment Method Acquirer for Visa and Mastercard Transactions is Network International, LLC and you may not submit Visa and Mastercard Charges without first agreeing to the Network International Financial Services Terms. See Section C.5 and Section C.6 below for more detail.

The following terms used in this Agreement relate to your use of Payment Processing Services:

"Charge" means a credit or debit instruction to capture funds from an account that a Customer maintains with a bank or other financial institution in connection with a Transaction.

"Dispute" means an instruction initiated by a Customer for the return of funds for an existing Charge (including a chargeback or dispute on a Payment Method

"Fine" means any fines, levies, or other charges imposed by us, a Payment Method Provider or a Payment Method Acquirer, caused by your violation of Laws or this Agreement, or as permitted by the applicable Payment Method Rules.

"Payment Method Rules" means the guidelines, bylaws, rules, and regulations imposed by the Payment Method Providers and Payment Method Acquirers that operate Payment Methods supported by Stripe (including the payment card network operating rules ("Network Rules") for the Visa, Mastercard, and American Express networks).

"Payment Method" means a type of payment method that Stripe accepts as part of the Payment Processing Services, such as credit card and debit card.

"Payment Method Acquirer" means a financial institution that is authorised by a Payment Method Provider to enable the use of a Payment Method by accepting Charges from Customers on behalf of the Payment Method Provider, and routing these Charges to the Payment Method Provider.

"Payment Method Provider" means the provider of a Payment Method, such as Visa, Mastercard, and American Express.



"Payment Processing Services" are Services that you may use to accept payments from your Customers for Transactions, perform other financial transactions, manage subscriptions, and perform transaction reporting.

"Refund" means an instruction initiated by you to return funds to a Customer for an existing Charge.

"Return" means an instruction initiated by you, a Customer, a Payment Method Provider or a Payment Method Acquirer to return funds unrelated to an existing Charge.

"Reversal" means an instruction initiated by a Payment Method Provider, a Payment Method Acquirer or us to return funds for an existing Charge. Reversals may result from (i) invalidation of a charge by a Payment Method Provider or a Payment Method Acquirer; (ii) funds settled to you in error or without authorisation; and (iii) submission of a Charge in violation of the applicable Payment Method Rules, or where submission of the Charge or your use of Payment Processing Services violates this Agreement.

## 2. Registering for Use of Payment Processing Services

When you register for a Stripe Account, you may be asked for financial information, or information we use to identify you, your Representatives, principals, beneficial owners, and other individuals associated with your Stripe Account. Throughout the term of this Agreement, we may share information about your Stripe Account with Payment Method Providers and Payment Method Acquirers in order to verify your eligibility to use the Payment Processing Services, establish any necessary accounts or credit with Payment Method Providers and Payment Method Acquirers, monitor Charges and other activity, and conduct risk management and compliance reviews. We may also share your Data (as that term is defined below) with Payment Method Providers and Payment Method Acquirers for the purpose of facilitating the compliance of Stripe, the Payment Method Providers, and the Payment Method Acquirers with applicable Laws and Payment Method Rules. We will review and may conduct further intermittent reviews of your Stripe Account information to determine that you are eligible to use the Payment Processing Services. Stripe's use of the information you provide to us under this Agreement is described in more detail in Section D.

Stripe is not a bank and we do not accept deposits, provide loans or extend credit. If you accept payment for products or services (including events such as concerts or other performances) not immediately deliverable to the Customer (a "Preorder"), we may, in our sole discretion, initiate Reversals or hold Reserves for all or a portion of the Charges processed by us for a Preorder. If you would like to receive payment for a Preorder, please [contact us](#) before doing so.



### 3. Processing Transactions; Disputes, Refunds, Reversals

You may only submit Charges through the Payment Processing Services that are authorised by your Customers. To enable us to process Transactions for you, you authorise and direct us, our affiliates, the Payment Method Providers and Payment Method Acquirers to receive and settle any payment processing proceeds owed to you through the Payment Processing Services. You may not, other than as required by the Financial Services Terms or Payment Terms (each as defined below), grant or assign any interest in payment processing proceeds to any third party until such time as the payment processing proceeds are deposited into your Payout Account (as defined below). You appoint Stripe and the Payment Method Acquirer (as applicable) as your agents for the limited purpose of directing, receiving, holding and settling such proceeds. You agree that such agent's receipt of such proceeds satisfies the relevant end-customer's obligations to make payments to you. We will promptly update your Stripe Account balance to reflect any such proceeds that we receive on your behalf.

Except where Stripe and a Customer have otherwise agreed, you maintain the direct relationship with your Customers and are responsible for: (i) acquiring appropriate consent to submit Charges through the Payment Processing Services on their behalf; (ii) providing confirmation or receipts to Customers for each Charge; (iii) verifying Customers' identities; and (iv) determining a Customer's eligibility and authority to complete Transactions. However, even authorised Transactions may be subject to a Dispute. Stripe is not responsible for or liable to you for authorised and completed Charges that are later the subject of a Dispute, Refund, or Reversal, are submitted without authorisation or in error, or violate any Laws.

You are immediately responsible to us for all Disputes, Refunds, Reversals, Returns, or Fines regardless of the reason or timing. We may decline to act upon a Refund instruction, or delay execution of the instruction, if: (i) it would cause your Stripe Account balance to become negative; (ii) you are the subject of Bankruptcy Proceedings; or (iii) where we otherwise believe that there is a risk that you will not meet your liabilities under this Agreement (including with respect to the Charge that is the subject of the Refund instruction).

In many but not all cases, you may have the ability to challenge a Dispute by submitting evidence through the API or the Dashboard. We may request additional information to provide to Payment Method Providers and Payment Method Acquirers to assist you in contesting the Dispute, but we cannot guarantee that your challenge will be successful. Payment Method Providers and Payment Method Acquirers may deny your challenge for any reason they deem appropriate. Where a challenge is entirely or partially successful, your Stripe Account will, subject to our exercise of our rights under Section C.9 below, be credited with the funds associated with the



Charge that is the subject of the Dispute (or a portion thereof). You may not submit a new Charge which duplicates a Transaction that is subject to a Dispute.

Please keep in mind that, as explained in Section D.3, you are liable for all losses you incur when lost or stolen payment credentials or accounts are used to purchase products or services from you. Stripe does not and will not insure you against losses caused by fraud under any circumstances. For example, if someone pretends to be a legitimate buyer but is a fraudster, you will be responsible for any resulting costs, including Disputes, even if you do not recover the fraudulently purchased product. Even if we work with you to assist you or law enforcement in recovering lost funds, Stripe is not liable to you, or responsible for your financial losses or any other consequences of such fraud.

A Reversal for a Charge may be issued if the Charge is made without the account owner's authorisation, or in connection with a Restricted Business, violates the applicable Payment Method Rules, or for other applicable reasons. If a Reversal is issued, we will provide you Notice and a description of the cause of the Reversal.

## 4. Responsibilities and Disclosures to Your Customers

It is very important to us that your Customers understand the purpose, amount, and conditions of Charges you submit to us. With that in mind, when using the Payment Processing Services you agree to: (i) accurately communicate, and not misrepresent, the nature of the Transaction, and the amount of the Charge in the appropriate currency prior to submitting it to the API; (ii) provide a receipt that accurately describes each Transaction to Customers; (iii) provide Customers a meaningful way to contact you in the event that the product or service is not provided as described; (iv) not use Services to sell products 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; and (v) inform Customers that Stripe and its affiliates process Transactions (including payment Transactions) for you. You also agree to maintain and make available to your Customers a reasonable return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can receive a Refund.

The Payment Processing Services may include functionality that enables you to receive recurring or subscription payments from your Customers, and to issue invoices to your Customers. If you use the Payment Processing Services to submit recurring or subscription Charges, you agree to comply with applicable Laws and Payment Method Rules, including clearly informing Customers in advance of submitting the initial Charge that they will be charged on an ongoing basis and explaining the method for unsubscribing or cancelling their recurring billing or subscription. If you use the Payment Processing Services to issue invoices to your Customers, you understand



and agree that it is your responsibility to ensure that the form and content of the invoices comply with applicable Laws, and are sufficient to achieve any legal or tax effect that you are trying to achieve.

If you engage in Transactions with Customers who are individuals (i.e. consumers), you specifically agree to provide consumers disclosures required by Law, and to not engage in unfair, deceptive, or abusive acts or practices.

## 5. Payment Terms and Financial Services Terms

Your use of the Payment Processing Services is subject to additional terms that apply between you and one or more of Stripe, a Stripe affiliate, a Payment Method Acquirer and a Payment Method Provider. When these additional terms relate to a specific Payment Method they are "Payment Terms", and when they relate to specific Payment Processing Services they are "Financial Services Terms". By using the Payment Processing Services, you agree to the applicable [Payment Terms](#) (as set out on our [legal page](#)), the Network International Financial Services Terms in Schedule 3 and the Financial Services Terms on our [legal page](#) (as applicable) (including those that separately bind you with our affiliates, Payment Method Providers and/or Payment Method Acquirers). Additionally, a Payment Method Provider may enforce the terms of this Agreement directly against you.

We may add or remove Payment Method Providers and Payment Method Acquirers at any time. The Payment Terms and Financial Services Terms may also be amended from time to time. Your continuing use of the Payment Processing Services constitutes your consent and agreement to such additions, removals and amendments.

## 6. Specific Payment Methods

**a. Payment Cards:** When accepting payment card payments, you must comply with all applicable Network Rules, including the Network Rules specified by the [Visa Rules and Regulations](#) specified by Visa International ("Visa"), the [Mastercard Rules](#) specified by MasterCard International Incorporated ("Mastercard"), and Network Rules specified by American Express. Collectively, Visa, Mastercard and American Express are referred to in this Agreement as the "Networks".

In addition, for Visa and Mastercard Transactions, Visa and Mastercard require that you enter into a direct contractual relationship with the Payment Method Acquirer for these types of



Transactions, as described in the Network International Financial Services Terms.

The Network Rules state that you may only accept payments using payment cards for bona fide legal commercial transactions between you and your Customers for goods or services that are free of liens, claims, and encumbrances. You may only use payment network trademarks or service marks consistent with the Network Rules, and the Network Rules also limit your ability to discriminate by card type or charge surcharges for acceptance of payment cards.

The Networks may amend the Network Rules at any time without notice to you, and Stripe reserves the right to change the Payment Processing Services at any time to comply with the Network Rules. We may share with the Networks (and the Payment Method Acquirer) information you provide to us that we use to identify the nature of your products or services, including the assignment of your business activities to a particular payment network merchant category code (MCC).

Customers typically raise payment card network Disputes (also known as "chargebacks") when a merchant fails to provide the product or service to the Customer, or where the payment card account holder did not authorise the Charge. High Dispute rates (typically those exceeding 1%) may result in your inability to use the Payment Processing Services. Failure to timely and effectively manage Disputes with your Customers may ultimately result in your inability to accept payment cards for your business.

When you accept payment card Transactions, Network Rules specifically prohibit you from (i) providing cash refunds for a Charge on a credit card, unless required by Laws, (ii) initiating a Refund more than five calendar days after issuing a credit to your Customer, (iii) accepting cash, its equivalent, or any other item of value for a Refund, (iv) acting as a payment facilitator, intermediary or aggregator, or otherwise reselling Payment Processing Services on behalf of others, (v) submitting what you believe or know to be a fraudulent Charge or a Charge that has not been authorised by the cardholder, (vi) submitting a Charge where the Transaction has not been completed or the goods or services have not been shipped or provided (except where the cardholder has paid a partial or full prepayment or the cardholder's consent is obtained for a recurring transaction), (vii) splitting Transactions into multiple Charges unless certain criteria are met, or (viii) using Payment Processing Services in a manner that is an abuse of the payment card networks or a violation of the Network Rules.

If you misuse the Payment Processing Services for payment card Transactions or engage in activity the Networks identify as damaging to their brand, or if we are required to do so by the Network Rules, we may submit information about you, Representatives, your beneficial owners and principals, and other individuals associated with your Stripe Account, to the MATCH terminated merchant listing maintained by MasterCard and accessed and updated by Visa and



American Express, or to the Consortium Merchant Negative File maintained by Discover. Addition to one of these lists may result in your inability to accept payments from payment cards. You understand and consent to our sharing this information and to the listing itself, and you will fully reimburse us for any losses we incur from third-party claims, and you waive your rights to bring any direct claims against us that result from such reporting. Our reporting of information under this paragraph is separate from any other right that we may exercise under this Agreement, and we may separately terminate this Agreement or suspend your Stripe Account due to the misuse or damaging activity that caused us to make the report.

If you engage a third party processor to create and deliver a payment card transaction directly to the payment card network, then you may be able to specify that the transaction will be cleared and settled by Stripe via our Payment Processing Services. If you intend to make use of this service with respect to the Stripe Payment Processing Services, you first must **notify us**. If you engage a third party to deliver this service, and you are permitted to designate Stripe in this manner, then you take the risk of the third party properly delivering the transaction to the payment card network. You understand and agree that Stripe will only clear and settle to you funds for transactions that are actually received by the payment card network. You further assume responsibility for any failure by such third party to comply with the applicable Network Rules.

**b. American Express conversion:** If your American Express Transaction volume exceeds a threshold amount set by a American Express, American Express may convert you to a direct American Express merchant, which means that your acceptance of American Express Transactions will be governed by American Express' then-current Card Acceptance Agreement, and your pricing and other fees for the acceptance of American Express Transactions will be directly agreed between you and American Express. In the event of such conversion, your relationship with Stripe will not be otherwise affected, and Stripe will continue to process your American Express Transactions in accordance with this Agreement.

## 7. Settlement and Payout Schedule

**a. Your Payout Account:** Stripe and the Payment Method Acquirer will, with their banking partners, arrange to settle funds to the bank or other financial institution account that you designate (your "Payout Account"). You affirm that you are authorised to initiate settlements to and debits from the Payout Account, and that the Payout Account is owned by you, and administered and managed by a financial institution located in the United Arab Emirates. If you update your Payout Account (including via the Dashboard) then you must ensure that you continue to comply with the requirements of this section. We may require you to provide us with



documentary proof demonstrating your compliance with this section, and your failure to provide such proof will constitute a breach of this Agreement.

**b. Settlement to Your Payout Account:** A positive balance in your Stripe Account will result in settlement to your Payout Account and a negative balance in your Stripe Account will result in a deduction, set-off and/or debit of the amounts owed in accordance with Section C.9 below. We may reduce the amount settled to your Payout Account by the amount of Fees, Fines, and amounts owed to us for any reason.

**c. Settlement to third party recipients:** We may offer you the ability to have funds settled to another person (a "third party recipient") as instructed by you to Stripe (including by transferring all or part of the positive balance in your Stripe Account to the Stripe Account of such third party recipient), instead of settling funds to your Payout Account. If Stripe or a Payment Method Acquirer (including Network International, LLC) settle funds to a third party recipient (or transfers all or part of the balance in your Stripe Account to the Stripe Account of a third party recipient) as instructed by you, you agree that this satisfies Stripe's obligations (and any applicable Payment Method Provider's and Payment Method Acquirer's obligations) to settle funds to you, and we will promptly update your Stripe Account balance to reflect such settlement or transfer.

**d. Multi-currency Processing:** We may offer you the ability to have funds settled to your Payout Account in a currency different from the one in which you accepted payment from a customer ("Multi-Currency Processing"). To use this service, you must provide us with a valid Payout Account for each currency for which you request settlement, based on our list of available settlement currencies. We may add or remove currencies from our list of available settlement currencies at any time. If you use Multi-Currency Processing, we will identify at the time of the Charge (for example, through the API), the conversion rate that will apply to the Charge. If you Refund a Charge, the conversion rate that will apply will be the rate in effect at the time of the Refund, not the Charge. By submitting a Charge or Refund you will be deemed to have accepted the applicable conversion rate. You may choose not to use the Multi-Currency Processing service at any time. You may also change the Payout Account information or other settings associated with your use of Multi-Currency Processing, but any such changes will only affect subsequent Charges.

**e. Payout Schedule:** The term "Payout Schedule" refers to the time it takes for us to initiate settlement to your Payout Account. Your Payout Schedule is specified in the Dashboard. Stripe may require a holding period before making initial settlement to the Payout Account. After the initial settlement of funds, we will settle funds to the Payout Account according to the Payout Schedule; however, please be aware that a Payment Method Provider, a Payment Method Acquirer, or the financial institution holding your Payout Account, may delay settlement for any reason. We are not responsible for any action taken by the institution holding your Payout



Account to not credit the Payout Account or to otherwise not make funds available to you as you expected.

We reserve the right to change the Payout Schedule or to suspend settlement to you. Examples of situations where we may do so are: (i) where there are pending, anticipated, or excessive Disputes, Refunds, or Reversals; (ii) in the event that we suspect or become aware of suspicious activity; or (iii) where we are required by Law or court order. We have the right to withhold settlement to your Payout Account upon termination of this Agreement if we reasonably determine that we may incur losses resulting from credit, fraud, or other legal risks associated with your Stripe Account. If we exercise our right to withhold a Payout for any reason, we will communicate the general reason for withholding the Payout and give you a timeline for releasing the funds.

**f. Incorrect Settlement:** The information required for settlement will depend on the financial institution holding the Payout Account. Please make sure that any information about the Payout Accounts that you provide to us is accurate and complete. If you provide us with incorrect information (i) you understand that funds may be settled to the wrong account and that we may not be able to recover the funds from such incorrect transactions and (ii) you agree that you are solely responsible for any losses you or third parties incur due to erroneous settlement transactions, you will not make any claims against us related to such erroneous settlement transactions, and you will fully reimburse us for any losses we incur.

## 8. Clearing Funds and Reserves

All funds resulting from Charges are held in pooled clearing accounts (the "Clearing Accounts") with our banking partners. We will settle funds to and from the Clearing Accounts in the manner described in this Agreement; however, you have no rights to the Clearing Accounts or to any funds held in the Clearing Accounts, you are not entitled to draw funds from the Clearing Accounts, and you will not receive interest from funds maintained in the Clearing Accounts.

In certain circumstances, we may require you to place funds in reserve or to impose conditions on the release of funds (each a "Reserve"). We may impose a Reserve on you for any reason if we determine that the risk of loss to Stripe, Customers, or others associated with your Stripe Account is higher than normal. For example, we may hold a Reserve if: (i) your or your Customers' activities increase the risk of loss to us or to your Customers, (ii) you have violated or are likely to violate this Agreement, or (iii) your Stripe Account has an elevated or abnormally high number of Disputes. If we impose a Reserve, we will establish the terms of the Reserve and provide you Notice of the amount, timing, and conditions upon which the funds in the Reserve will be released to you. In many cases, the Reserve amount will be the entire amount of Charges



processed using the Payment Processing Services. We may change or condition the terms of the Reserve based on our continuous assessment and understanding of the risks associated with your Stripe Account, if required to do so by Payment Method Providers or Payment Method Acquirers, or for any other reason. We may fund the Reserve with funds processed through your use of Payment Processing Services, by debiting the Payout Account or another bank account associated with your Stripe Account, or by requesting funds directly from you.

To the extent possible, we prefer to identify the necessity for a Reserve in advance of establishing one. If you are concerned that we will impose a Reserve on you due to the nature of your business activities, please [contact us](#) before using the Services.

## 9. Security Interests, Collection, and Set-Off Rights

**a. Security Interests:** You grant us a lien and security interest in all funds for Transactions that we process for you, including funds that we deposit into your Payout Accounts, as well as funds held in any other bank accounts to which such Transaction funds are deposited or transferred. This means that if you have not paid funds that you owe to us, your Customers, or to any of our affiliates, we have a right superior to the rights of any of your other creditors to seize or withhold funds owed to you for Transactions that we process through the Services, and to debit or withdraw funds from any bank account associated with your Stripe Account (including your Payout Accounts). Upon our request, you will execute and deliver any documents and pay any associated fees we consider necessary to create, perfect, and maintain a security interest in such funds.

**b. Collection and Set-Off Rights:** You agree to pay all amounts owed to us and to our affiliates on demand. Your failure to pay amounts owed to us or to our affiliates under this Agreement is a breach and you will be liable for any costs we incur during collection in addition to the amount you owe. Collection costs may include, attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, any applicable interest, and any other related cost. Where possible, we will first attempt to collect or set-off amounts owed to us and to our affiliates from balances in your Stripe Accounts from your use of the Payment Processing Services or from funds that we hold in Reserve. However, we may collect any amounts you owe us under this Agreement by deducting or setting-off amounts that you owe from the Stripe account balance (or debiting the payout account for such Stripe account) for any Stripe account that we determine, acting reasonably, is associated with your Stripe Account. Similarly, we may deduct or set-off amounts from your Stripe Account balance (or debit your Payout Accounts) in order to collect amounts owed to us in relation to such associated Stripe accounts.



In certain circumstances, we may require a personal, parent or other guarantee (a "Guarantee") from a user's principal, owner, or other guarantor. A Guarantee consists of a legally binding promise by an individual or an entity to pay any amounts the user owes in the event that the user is unable to pay. If we require you to provide us with a Guarantee, we will specifically inform you of the amount of, and the reasons for the Guarantee. If you are unable to provide such a Guarantee when required, you will not be permitted to use the Services.

## 10. Reconciliation and Error Notification

The Dashboard contains details of Charges, Charge history, and other activity on your Stripe Account. Except as required by Law, you are solely responsible for reconciling the information in the Dashboard generated by your use of Payment Processing Services with your records of Customer Transactions, and for identifying any errors.

You agree to review your Stripe Account and immediately notify us of any errors. We will investigate any reported errors, including any errors made by Stripe or a Payment Method Provider, and, when appropriate, attempt to rectify them by crediting or debiting the Payout Account identified in the Dashboard. However, you should be aware that your ability to recover funds you have lost due to an error may be very limited or even impossible, particularly if we did not cause the error, or if funds are no longer available in any Payout Account.

For Transaction errors, we will work with you and our Payment Method Providers to correct a Transaction error in accordance with the applicable Payment Method Rules. If you fail to communicate an error to us for our review without undue delay and, in any event, within 13 months after you discovered it and flagged it in the Dashboard, you waive your right to make any claim against us or our Payment Method Providers for any amounts associated with the error.

## 11. Dormant Accounts

If you leave any funds dormant in a Stripe Account and you do not give us instructions where to send them, we may be required by Law to deem the funds to be abandoned by you, and to deliver them to various government agencies. To the extent required by Law, we will attempt to provide you Notice if we hold funds payable to you in an account beyond the applicable dormancy period for abandoned property. If we are unable to contact you, we will treat the funds in your Stripe Account to be abandoned, and will deliver them to the appropriate government authority.



# Section D: Data Usage, Privacy, and Security

## 1. Data Usage Overview

Protecting, securing, and maintaining the information processed and handled through the Services is one of our top priorities, and it should be yours too. This section describes our respective obligations when handling and storing information connected with the Services. The following terms used in this section relate to data provided to Stripe by you or your Customers, or received or accessed by you through your use of the Services:

"Payment Account Details" means the Payment Method account details for a Customer, and includes, with respect to credit and debit cards, the cardholder's account number, card expiration date, and CVV2.

"Payment Data" means Payment Account Details, information communicated to or by Payment Method Providers or Payment Method Acquirers, financial information specifically regulated by Laws and Payment Method Rules, and any other information used with the Payment Processing Services to complete a Transaction.

"Personal Data" means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

"Stripe Data" means details of the API transactions over Stripe infrastructure, information used in fraud detection and analysis, aggregated or anonymized information generated from Data, and any other information created by or originating from Stripe or the Services.

"User Data" means information that describes your business and its operations, your products or services, and orders placed by Customers.

The term "Data" used without a modifier means all Personal Data, User Data, Payment Data, and Stripe Data.

Stripe processes, analyses, and manages Data to: (a) provide Services to you, other Stripe users, and Customers; (b) mitigate fraud, financial loss, or other harm to users, Customers and Stripe; and (c) analyse, develop and improve our products, systems, and tools. Stripe provides Data to



third-party service providers, including Payment Method Providers, Payment Method Acquirers, and their respective affiliates, as well as to Stripe's affiliates, to allow us to provide Services to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to Stripe's use of Data for the purposes and in a manner consistent with this Section D.

## 2. Data Protection and Privacy

**a. Confidentiality:** Stripe will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorised by you. You will protect all Data you receive through the Services, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so. You may not disclose Payment Data to others except in connection with processing Transactions requested by Customers and consistent with applicable Laws and Payment Method Rules.

**b. Privacy:** Protection of Personal Data is very important to us. Our [Privacy Policy](#) explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us. You agree to the terms of our Privacy Policy, which we may update from time to time.

You affirm that you are now and will continue to be compliant with all applicable Laws governing the privacy, protection, and your use of Data that you provide to us or access through your use of the Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to Stripe -- or allow Stripe to collect, use, retain, and disclose -- any Personal Data that you provide to us or authorise us to collect, including Data that we may collect directly from Customers using cookies or other similar means. As may be required by Law and in connection with this Agreement, you are solely responsible for disclosing to Customers that Stripe processes Transactions (including payment Transactions) for you and may receive Personal Data from you. Additionally, where required by Law or Payment Method Rules, we may delete or disconnect a Customer's Personal Data from your Stripe Account when requested to do so by the Customer.

Stripe will provide some or all of the Services from systems located within the United States or other countries outside of the United Arab Emirates. As such, it is your obligation to disclose to your customers that Payment Data may be transferred, processed and stored outside of the United Arab Emirates and, as set forth in our Privacy Policy and in accordance with the laws of



Ireland, exclusive of conflict or choice of law rules, may be subject to disclosure as required by applicable Laws including Federal Law No. 4 of 2002, Federal Law 1 of 2006 Article 5 and Federal Law 4 of 2002 and to obtain from your customers all necessary consents under applicable Laws in relation to the foregoing.

If we become aware of an unauthorised acquisition, disclosure or loss of Customer Personal Data on our systems, we will notify you consistent with our obligations under applicable Law. We will also notify you and provide you sufficient information regarding the unauthorised acquisition, disclosure or loss to help you mitigate any negative impact on the Customer.

**c. PCI Compliance:** If you use Payment Processing Services to accept payment card Transactions, you must comply with the Payment Card Industry Data Security Standards ("PCI-DSS") and, if applicable to your business, the Payment Application Data Security Standards (PA-DSS) (collectively, the "PCI Standards"). The PCI Standards include requirements to maintain materials or records that contains payment card or Transaction data in a safe and secure manner with access limited to authorised personnel. Stripe provides tools to simplify your compliance with the PCI Standards, but you must ensure that your business is compliant. The specific steps you will need to take to comply with the PCI Standards will depend on your implementation of the Payment Processing Services. You can find more information about implementing Stripe in a manner compliant with the PCI Standards in our [Documentation](#). You will promptly provide us, or any applicable Payment Method Provider or Payment Method Acquirer, with documentation demonstrating your compliance with the PCI Standards upon our request. If you are unable to provide documentation sufficient to satisfy us, the Payment Method Providers, or the applicable Payment Method Acquirers, that you are compliant with the PCI Standards, then Stripe, and any applicable Payment Method Provider or Payment Method Acquirer, may access your business premises on reasonable notice to verify your compliance with the PCI Standards.

If you elect to store or hold "Account Data", as defined by the PCI Standards (including Customer card account number or expiration date), you must maintain a system that is compliant with the PCI Standards. If you do not comply with the PCI Standards, or if we or any Payment Method Provider or Payment Method Acquirer are unable to verify your compliance with the PCI Standards, we may suspend your Stripe Account or terminate this Agreement. If you intend to use a third party service provider to store or transmit Account Data, you must not share any data with the service provider until you verify that the third party holds sufficient certifications under the PCI Standards, and [notify us](#) of your intention to share Account Data with the service provider. Further, you agree to never store or hold any "Sensitive Authentication Data", as defined by the PCI Standards (including CVC or CVV2), at any time. You can find information about the PCI Standards on the [PCI Council's website](#).



### 3. Security and Fraud Controls

**a. Stripe's Security:** Stripe is responsible for protecting the security of Data in our possession. We will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data stored in our servers from unauthorised access, accidental loss, modification, or breach, and we will comply with applicable Laws and Payment Method Rules when we handle User and Personal Data. However, no security system is impenetrable and we cannot guarantee that unauthorised parties will never be able to defeat our security measures or misuse any Data in our possession. You provide User Data and Personal Data to Stripe with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement Security Controls (as defined below) and any additional controls that meet your specific requirements. In our sole discretion, we may take any action, including suspension of your Stripe Account, to maintain the integrity and security of the Services or Data, or to prevent harm to you, us, Customers, or others. You waive any right to make a claim against us for losses you incur that may result from such actions.

**b. Your Security:** You are solely responsible for the security of any Data on your website, your servers, in your possession, or that you are otherwise authorised to access or handle. You will comply with applicable Laws and Payment Method Rules when handling or maintaining User Data and Personal Data, and will provide evidence of your compliance to us upon our request. If you do not provide evidence of such compliance to our satisfaction, we may suspend your Stripe Account or terminate this Agreement.

**c. Security Controls:** You are responsible for assessing the security requirements of your business, and selecting and implementing security procedures and controls ("Security Controls") appropriate to mitigate your exposure to security incidents. We may provide Security Controls as part of the Services, or suggest that you implement specific Security Controls. However, your responsibility for securing your business is not diminished by any Security Controls that we provide or suggest, and if you believe that the Security Controls we provide are insufficient, then you must separately implement additional controls that meet your requirements. You may review some of the details of our Security Controls [on our website](#).

**d. Fraud Risk:** While we may provide or suggest Security Controls, we cannot guarantee that you or Customers will never become victims of fraud. Any Security Controls we provide or suggest may include processes or applications developed by Stripe, its affiliates, or other companies. You agree to review all the Security Controls we suggest and choose those that are appropriate for your business to protect against unauthorised Transactions and, if appropriate for your business, independently implement other security procedures and controls not provided by us. If you disable or fail to properly use Security Controls, you will increase the likelihood of unauthorised



Transactions, Disputes, fraud, losses, and other similar occurrences. Keep in mind that you are solely responsible for losses you incur from the use of lost or stolen payment credentials or accounts by fraudsters who engage in fraudulent Transactions with you, and your failure to implement Security Controls will only increase the risk of fraud. We may assist you with recovering lost funds, but you are solely responsible for losses due to lost or stolen credentials or accounts, compromise of your username or password, changes to your Payout Account, and any other unauthorised use or modification of your Stripe Account. Stripe is not liable or responsible to you and you waive any right to bring a claim against us for any losses that result from the use of lost or stolen credentials or unauthorised use or modification of your Stripe Account, unless such losses result from Stripe's wilful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.

We may also provide you with Data regarding the possibility or likelihood that a Transaction may be fraudulent. We may incorporate any subsequent action or inaction by you into our fraud model, for the purpose of identifying future potential fraud. You understand that we provide this Data to you for your consideration, but that you are ultimately responsible for any actions you choose to take or not take in relation to such Data.

## 4. Your Use of Data with Stripe Connect and Stripe Relay

When using Stripe Connect or Stripe Relay, you will have the ability to connect your Stripe Account with a Platform or App. Connected Platforms and Apps may take certain actions on your behalf and access Data available through your Stripe Account, including some User Data. By using Stripe Connect or Stripe Relay, you authorise Stripe to share Data with any Platform or App that you connect with your Stripe Account through the Dashboard or the API. You also understand that at any point you may disallow any such sharing by [removing the Platform or App](#) from your Stripe Account. You waive your right to bring any claims against Stripe for losses you incur that arise from any actions or use of Data by any Platform or App connected to your Stripe Account, and you will fully reimburse us for any losses we incur that result from your actions or use of such Data by any Platform or App.

## 5. Provision of Payment Account Details upon Termination

For 30 days after termination of your Stripe Account, you may request in writing that we provide to an alternative payment services provider the Payment Account Details regarding Transactions between you and your Customers that you are entitled to receive. We may require you to provide evidence that the alternative payment services provider has appropriate systems and controls as



a precondition to the provision of any Payment Account Details. In addition, for Payment Account Details regarding payment card transactions, the payment services provider must be a PCI-DSS Level 1-certified. Our obligation to comply with a request under this section is limited to the extent commercially reasonable, and we may delay or refuse any request if we believe the payment services provider 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 if Laws or Payment Method Rules prohibit us from providing the Payment Account Details.

# Section E: Additional Legal Terms

## 1. Right to Amend

We have the right to change or add to the terms of this Agreement at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our [website](#) or any other website we maintain or own. We will provide you with Notice of any changes through the Dashboard, via email, or through other reasonable means. If you are an existing Stripe user, the changes will come into effect on the date we specify in the Notice, and your use of the Services, API, or Data after a change has taken effect, constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current terms of this Agreement on our website at any time. You can find out when this Agreement was last changed by checking the "Last updated" date at the top of the Agreement.

## 2. Assignment

You may not assign this Agreement, any rights or licences granted in this Agreement, or operation of your Stripe Account to others without our prior written consent. If you wish to make such an assignment, please [contact us](#). If we consent to the assignment, the assignee must agree to assume all of your rights and obligations owed by you related to the assignment, and must agree to comply with the terms of this Agreement. Stripe may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide reasonable Notice to you.



### 3. Right to Audit

If we believe that a security breach, leak, loss, or compromise of Data has occurred on your systems, website, or app affecting your compliance with this Agreement, we may require you to permit a third-party auditor approved by us to conduct a security audit of your systems and facilities, and you must fully cooperate with any requests for information or assistance that the auditor makes to you as part of the security audit. The auditor will issue a report to us which we may share with our Payment Method Providers and Payment Methods Acquirers.

### 4. No Agency; Third-Party Services

Except as expressly stated in this Agreement, nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with any Payment Method Provider. Each party to this Agreement, and each Payment Method Provider and Payment Method Acquirer, is an independent contractor. Unless a Payment Method Provider or Payment Method Acquirer expressly agrees, neither you nor we have the ability to bind a Payment Method Provider or Payment Method Acquirer to any contract or obligation, and neither party will represent that you or we have such an ability.

We may reference or provide access to third-party services, products, and promotions that utilize, integrate, or provide ancillary services to the Services ("Third-Party Services"). These Third-Party Services are provided for your convenience only and do not constitute our approval, endorsement, or recommendation of any such Third-Party Services for you. You access and use any Third-Party Service based on your own evaluation and at your own risk. You understand that your use of any Third-Party Service is not governed by this Agreement. If you decide to use a Third-Party Service, you will be responsible for reviewing, understanding and accepting the terms and conditions associated with its use. We expressly disclaim all responsibility and liability for your use of any Third-Party Service. Please also remember that when you use a Third-Party Service, our Privacy Policy is no longer in effect. Your use of a Third-Party Service, including those that have a link on our website, is subject to that Third-Party Service's own terms of use and privacy policies.

### 5. Force Majeure



Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Fines, Disputes, Refunds, Reversals, or Returns under this Agreement.

## 6. Your Liability For Third-Party Claims Against Us

Without limiting, and in addition to, any other obligation that you may owe under this Agreement, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

You agree to defend Stripe, our affiliates, and their respective employees, agents, and service providers (each a "Stripe Entity") against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a "Claim") brought by a third party against a Stripe Entity, and you agree to fully reimburse the Stripe Entities for any Claims that result from: (i) your breach of any provision of this Agreement; (ii) any Fees, Fines, Disputes, Refunds, Reversals, Returns, or any other liability we incur that results from your use of the Payment Processing Services; (iii) negligent or wilful misconduct of your employees, contractors, or agents; or (iv) contractual or other relationships between you and Customers.

Important Note for Sole Proprietors: If you are using Services as a sole proprietor, please keep in mind that the Law and the terms of this Agreement consider you and your business to be legally one and the same. You are personally responsible and liable for your use of the Services, payment of Fees, Refunds, Reversals, Fines, losses based on Disputes or fraud, or for any other amounts you owe under this Agreement for your failure to use Security Controls, and for all other obligations to us and to your Customers. You risk personal financial loss if you fail to pay any amounts owed. Please take the time to read our Documentation and take any measures appropriate to protect against such losses.

## 7. Representations and Warranties

By accepting the terms of this Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us about your business, products, or services is accurate and complete; (c) any Charges represent a Transaction for permitted



products, services, or donations, and any related information accurately describes the Transaction; (d) you will fulfil all of your obligations to Customers and will resolve all Disputes with them; (e) you will comply with all Laws applicable to your business and use of the Services; (f) your employees, contractors and agents will at all times act consistently with the terms of this Agreement; (g) you will not use Payment Processing Services for personal, family or household purposes, for peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and (h) you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services.

## 8. No Warranties

WE PROVIDE THE SERVICES AND STRIPE IP "AS IS" AND "AS AVAILABLE", WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER TYPE OF WARRANTY OR GUARANTEE. NO DATA, DOCUMENTATION OR ANY OTHER INFORMATION PROVIDED BY STRIPE OR OBTAINED BY YOU FROM OR THROUGH THE SERVICES --- WHETHER FROM STRIPE OR ANOTHER STRIPE ENTITY, AND WHETHER ORAL OR WRITTEN --- CREATES OR IMPLIES ANY WARRANTY FROM A STRIPE ENTITY TO YOU.

YOU AFFIRM THAT NO STRIPE ENTITY CONTROLS THE PRODUCTS OR SERVICES THAT YOU OFFER OR SELL OR THAT YOUR CUSTOMERS PURCHASE USING THE PAYMENT PROCESSING SERVICES. YOU UNDERSTAND THAT WE CANNOT GUARANTEE AND WE DISCLAIM ANY KNOWLEDGE THAT YOUR CUSTOMERS POSSESS THE AUTHORITY TO MAKE, OR WILL COMPLETE, ANY TRANSACTION.

THE STRIPE ENTITIES DISCLAIM ANY KNOWLEDGE OF, AND DO NOT GUARANTEE: (a) THE ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY DATA PROVIDED THROUGH THE SERVICES; (b) THAT THE SERVICES WILL MEET YOUR SPECIFIC BUSINESS NEEDS OR REQUIREMENTS; (c) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (d) THAT STRIPE WILL CORRECT ANY DEFECTS OR ERRORS IN THE SERVICE, API, DOCUMENTATION, OR DATA; OR (e) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE. USE OF DATA YOU ACCESS OR DOWNLOAD THROUGH THE SERVICES IS DONE AT YOUR OWN RISK --- YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM SUCH ACCESS OR DOWNLOAD. YOU UNDERSTAND THAT THE STRIPE ENTITIES MAKE NO GUARANTEES TO YOU REGARDING TRANSACTION PROCESSING TIMES OR PAYOUT SCHEDULES.



NOTHING IN THIS AGREEMENT OPERATES TO EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE, OR THE EXERCISE OF ANY RIGHT OR REMEDY, OR THE IMPOSITION OF ANY LIABILITY UNDER LAW WHERE TO DO SO WOULD: (A) CONTRAVENE THAT LAW; OR (B) CAUSE ANY TERM OF THIS AGREEMENT TO BE VOID.

## 9. Limitation of Liability

Under no circumstances will any Stripe Entity be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you or the Stripe Entities have been advised of the possibility of such damages. The Stripe Entities are not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorised access or use of the Services, your Stripe Account, or Data, or your failure to use or implement anti-fraud measures, Security Controls, or any other data security measure. The Stripe Entities further deny responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation; (b) any unauthorised access of servers, infrastructure, or Data used in connection with the Services; (c) interruptions to or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any errors, inaccuracies, omissions, or losses in or to any Data provided to us; (f) third-party content provided by you; or (g) the defamatory, offensive, or illegal conduct of others.

You agree to limit any additional liability not disclaimed or denied by the Stripe Entities under this Agreement to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of Fees paid by you to Stripe during the three-month period immediately preceding the event that gave rise to your claim for damages.

These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

We provide some of the Services from facilities in the United States. We do not claim, and we cannot guarantee that Services we provide from the United States are or will be appropriate or available for any other location or jurisdiction, comply with the Laws of any other location or jurisdiction, or comply with Laws governing export, import, or foreign use.



## 10. Responding to Legal Process

Stripe may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("Legal Process") that we believe to be valid. We or any Payment Method Provider (or, where applicable, the Payment Method Acquirer for the Payment Method) may deliver or hold any funds or, subject to the terms of our Privacy Policy, any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where permitted by Law, we will make reasonable efforts to provide you Notice of such Legal Process by sending a copy to the email address we have on file for you. Stripe is not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process.

## 11. Dispute Resolution; Agreement to Arbitrate

**a. Binding Arbitration:** Any dispute, controversy or claim arising out of or relating to this contract, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The tribunal will consist of a sole arbitrator. The place of the arbitration will be Dublin, Ireland. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction.

This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of Ireland, exclusive of conflict or choice of law rules. Nothing in this section will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Either party may commence arbitration by providing to JAMS and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.

**b. Service of Process:** Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.



**c. Class Waiver:** To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. 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.

**d. Provision of an Award:** Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by Law. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by any court having jurisdiction over either party or its assets. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

**e. Fees:** Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the court reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related 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 attorneys' fees awards will be offset.

**f. Confidentiality:** The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. 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 hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

**g. Conflict of Rules:** In the case of a conflict between the provisions of this Section E.11.g and the rules governing arbitration identified in Section E.11.a, the provisions of this Section E.11.g) will prevail. If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.



## 12. Entire Agreement

This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you and Stripe for provision and use of the Services. 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. This Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

## 13. Cumulative Rights, Construction, Waiver

The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Law, in equity or under the Payment Method Rules. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term "including" or "such as" is not to be interpreted as limiting the generality of the text preceding the term. 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.

## 14. Survival

All provisions of this Agreement that give rise to a party's ongoing obligation will survive termination of this Agreement, including Sections A.3 ("Your Relationship with Your Customers"), A.6 ("Taxes and Other Expenses"), A.7 ("Service Requirements, Limitations and Restrictions"), A.8 ("Suspicion of Unauthorised or Illegal Use"), A.9 ("Disclosures and Notices; Electronic Signature Consent"), A.10.b ("Effects of Termination"), B.2 ("Ownership of Stripe IP"), C.6 ("Specific Payment Methods"), C.7 ("Settlement and Payout Schedule"), C.8 ("Clearing Funds and Reserves"), C.9 ("Security Interests, Collection, and Set-Off Rights"), C.10 ("Reconciliation and Error Notification"), C.11 ("Dormant Accounts"), D.3 ("Security and Fraud Controls"), D.4 ("Your Use of Data with Stripe Connect and Stripe Relay"), D.5 ("Provision of Payment Account Details upon Termination"), E.4 ("No Agency; Third-Party Services"), E.5 ("Force Majeure"), E.6 ("Your Liability for Third-Party Claims Against Us"), E.7 ("Representations and Warranties"), E.8 ("No Warranties"), E.9



("Limitation of Liability"), E.10 ("Responding to Legal Process"), E.11 ("Dispute Resolution; Agreement to Arbitrate"), E.12 ("Entire Agreement"), E.13 ("Cumulative Rights, Construction, Waiver") and E.14 ("Survival"); and any related terms in the Agreement.

## 15. Language

The parties hereby acknowledge that they have required this Agreement and all related documents to be in the English language.

### Stripe Services Agreement

#### Stripe Connect

Platform Agreement

Account Agreement

#### Products and Programs

Stripe Atlas

Stripe Adaptive Pricing

Stripe Climate

Climate Contribution Terms

Stripe Corporate Card

Stripe Customer Portal

Stripe Data Pipeline

Stripe Financial Connections

Stripe Identity

Stripe Issuing

Stripe Tax

Stripe Partner Ecosystem

Stripe Radar

Stripe Rewards

Stripe Verifications

Stripe Shop

Stripe Terminal

Terminal Purchase Terms

Terminal Reseller Terms

Terminal Device EULA



- Stripe Treasury - Connected Accounts
- Stripe Treasury - Platforms
- Stripe Vault and Forward
- Network International Financial Services Terms
- Acquirer Disclosure
- Payment Method Terms
- Prohibited & Restricted Businesses
- Privacy

- Privacy Policy
- Cookies Policy
- Data Privacy Framework
- Service Providers List
- Data Processing Agreement
- Data Transfers Addendum
- Stripe Privacy Center

Intellectual Property

- Intellectual Property Notice
- Marks Usage

Stripe Apps

- App Developer Agreement
- App Marketplace Agreement

Licenses

Consumer Terms



United Arab  
Emirates (English)

- Products & pricing
- Pricing
  - Atlas
  - Billing
  - Capital

- Solutions
- Startups
  - Enterprises
  - SaaS
  - Retail

- Resources
- Guides
  - Customer stories
  - Blog
  - Annual conference



Checkout	Platforms	Privacy & terms
Climate	Ecommerce	Prohibited & restricted businesses
Connect	Marketplaces	Licenses
Data Pipeline	Crypto	Sitemap
Elements	Creator economy	Cookie settings
Financial Connections	Embedded finance	
Identity	Global businesses	
Invoicing	Finance automation	<b>Company</b>
Issuing		Jobs
Link	<b>Integrations &amp; custom solutions</b>	Newsroom
Payments	Stripe App	Stripe Press
Payment Links	Marketplace	Contact sales
Payouts	Partner ecosystem	
Radar	Professional services	<b>Support</b>
Revenue Recognition		Get support
Sigma	<b>Developers</b>	Managed support plans
Tax	Documentation	
Terminal	API reference	<b>Sign in &gt;</b>
Treasury	API status	
	API changelog	
	Stripe Apps	











## **Terms of Service (India)**





# Stripe Services Agreement — India

Last updated: July 30, 2024

Welcome to Stripe.

This Stripe Services Agreement ("Agreement") is a legal agreement between Stripe India Private Ltd. ("Stripe", "us", or "we") and the entity or person ("you", "your", or "user") who registered on the Stripe Account page to receive certain payment processing, data, technology and analytics services, and other business services that may be offered by Stripe and its affiliates (each, a "Service"). Depending on your location, the location of your Customers, and the nature of the services Stripe is providing, we may use Service Providers, Sub-processors and Stripe affiliates to help provide the Services to you. A list of Service Providers, Sub-processors and Stripe affiliates that we may use (as updated from time to time) can be accessed [here](#). This Agreement describes the terms and conditions that apply to your use of the Services.

If you do not understand any of the terms of this Agreement, please [contact us](#) before using the Services.

You may not access or use any Services unless you agree to abide by all of the terms and conditions in this Agreement.

## Section A: General Terms



# 1. Overview of this Agreement

This Agreement provides a general description of the Services that Stripe may provide to you, including those that allow you to accept payments from purchasers of your goods or services or donors to your organization (your "Customers"). We provide you with a more detailed description of the Services through published software libraries and application programming interfaces that may be used to access the Services (the "API") and additional resources we make available to you on our website.

Before using the Services, you must register with Stripe and create an account (a "Stripe Account").

Section A describes the process of registering for and using your Stripe Account.

Section B describes your use of the API and the Services.

Section C describes the Payment Processing Services, which are one type of Service provided by Stripe.

Section D describes proper handling, management, and use of data generated during your use of the Services, including your Customers' data.

Finally, Section E describes your liability to Stripe for all losses connected with your Stripe Account, your agreement to resolve all disputes with Stripe by arbitration and not in a lawsuit, and other legal terms that apply to you.

## 2. Your Stripe Account

**a. Registration and Permitted Activities:** Only businesses (including sole proprietors) and other entities or persons located in India are eligible to apply for a Stripe Account to use the Services described in this Agreement. Stripe and its affiliates may provide Services to you or your affiliates in other countries or regions under separate agreements.

To register for a Stripe Account, you or the person or people submitting the application (your "Representative") must provide us with your business or trade name, physical address, email, phone number, business and tax identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal



information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your Stripe Account administrator. Until you have submitted, and we have reviewed and approved, all required information, your Stripe Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason.

If you use Payment Processing Services, your name (or the name used to identify you) and URL may appear on your Customers' bank or other statements. To minimize confusion and avoid potential disputes, these descriptors must be recognizable to your Customers and must accurately describe your business or activities. You may only use Payment Processing Services to facilitate Transactions (as defined below) with your Customers. You may not use Payment Processing Services to send money to others, to conduct any personal or noncommercial transactions, or for any other purposes prohibited by this Agreement.

**b. Business Representative:** You and your Representative individually affirm to Stripe that (i) your Representative is authorized to provide the information described in this Section A.2 on your behalf and to bind you to this Agreement; and (ii) you and your Representative are not 'incompetent to contract' within the meaning of the Indian Contract Act, 1872 (except if the incompetence relates to your age if you are an individual or sole proprietor, in which case the special requirements specified below in this subsection (b) will apply). We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of Stripe, neither you nor your Representative may register or attempt to register for a Stripe Account on behalf of a user Stripe previously terminated from use of the Services.

If you are a sole proprietor or individual trader, 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 any amounts owed under this Agreement.

The following special requirements apply in relation to persons that are not at least 18 years old. If you are an individual or sole proprietor, and you are not at least 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 at least 18 years old, but the individual is 13 years old or older, your Representative must either obtain the consent of your board or of an authorized officer. Any such 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 the terms of this Agreement itself. You may not use the Services if you are under 13 years of age.

**c. Validation and Underwriting:** At any time during the term of this Agreement and your use of the Services, we may require additional information from you to verify beneficial ownership or



control of the business, validate information you provided, verify you or your Representative's identity, and assess the risk associated with your business. This additional information may include business invoices, copies of government-issued identification, business licenses, or other information related to your business, its beneficial owners or principals. If you use Payment Processing Services, we may also request that you provide copies of financial statements or records pertaining to your compliance with this Agreement, or require you to provide a personal or company guarantee. Your failure to provide this information or material may result in suspension or termination of your Stripe Account.

You authorize us to retrieve information about you from our service providers and other third parties, including banks, credit reporting agencies and information bureaus and you authorize and direct such third parties to compile and provide such information to us. You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your Stripe Account. Stripe may periodically update this information as part of our underwriting criteria and risk analysis procedures.

**d. Changes to Your Business, Keeping your Stripe Account Current:** You agree to keep the 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 Representatives, beneficial owners, principals, or any other pertinent information. We may suspend your Stripe Account or terminate this Agreement if you fail to keep this information current.

You also agree to promptly notify us in writing no more than three days after any of the following occur: you are the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, or similar action (any of the foregoing, a "Bankruptcy Proceeding"); there is an adverse change in your financial condition; there is a planned or anticipated liquidation or substantial change in the basic nature of your business; you transfer or sell 25% or more of your total assets, or there is any change in the control or ownership of your business or parent entity; or you receive a judgment, writ or warrant of attachment or execution, lien or levy against 25% or more of your total assets.

### 3. Your Relationship with Your Customers

You may only use the Services for legitimate Transactions with your Customers. You know your Customers better than we do, and you are responsible for your relationship with them. Stripe is not responsible for the products or services you publicize or sell, or that your Customers



purchase using the Services. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers. You will ensure that your website clearly indicates the terms and conditions of these ancillary services and the timeline for processing returns and refunds.

Stripe provides Services to you but we have no way of knowing if any particular purchase, sale, order, or other transaction (each a "Transaction") is accurate or complete, or typical for your business. You are responsible for knowing whether a Transaction initiated by your Customer is erroneous (such as a Customer purchasing one item when they meant to order another) or suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services.

You expressly agree and acknowledge that Stripe acts and will act (at all times) only as a payment facilitator with respect to the Transactions between you and your Customers. We are not and we will not be characterized as: (i) a banking company as defined under the Banking Regulation Act, 1949 or (ii) a non-banking financial company as defined by the Reserve Bank of India Act, 1934.

## 4. Fees and Fines

Stripe will provide the Services to you at the rates and for the fees ("Fees") described on the [Pricing](#) page, linked here and incorporated into this Agreement. The Fees include charges for Transactions (such as processing a payment) and for other events connected with your Stripe Account (such as handling a disputed charge). The Fees do not include any amounts towards the Merchant Discount Rate ("MDR Charge(s)"), which will be charged in accordance with applicable Law and separate from the Fees. The details of the MDR Charges are also described in your Stripe fee schedule. Stripe reserves the right to waive any such MDR Charges which are imposed. For this purpose, Merchant Discount Rate means the charges applicable on debit card, BHIM UPI, Aadhar-Pay transactions, and any similar fees by card networks or third-party service or access providers (other than Stripe) involved in the funds flow process from the Customer to you.

We may revise the Fees at any time. However, we will provide you with at least 30 days' advance notice before revisions become applicable to you (or a longer period of notice if this is required by applicable Law).



In addition to the Fees, you are also responsible for any penalties or fines imposed in relation to your Stripe Account on you or Stripe by Stripe or any Payment Method Provider or Payment Method Acquirer (each as defined in Section C) resulting from your use of Payment Processing Services in a manner not permitted by this Agreement or a Payment Method Provider's rules and regulations or applicable Law.

You are also obligated to pay all taxes, fees and other charges imposed by any governmental authority ("Taxes"), including any value added tax, goods and services tax, provincial sales tax and/or harmonized sales tax on the Services provided under this Agreement. If you are tax-exempt, you will provide us with an appropriate certificate or other evidence of tax exemption that is satisfactory to us.

## 5. Services and Stripe Account Support

We will provide you with support to resolve general issues relating to your Stripe Account and your use of the Services. This support includes resources and documentation that we make available to you through the current versions of Stripe's [support pages](#), [API documentation](#), and other pages on our [website](#) (collectively, "Documentation"). The most efficient way to get answers to your questions is to review our Documentation. If you still have questions after reviewing the Documentation, please [contact us](#).

You are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for the Services to your Customers unless we agree to do so in a separate agreement with you or one of your Customers.

If you have a complaint about the Payment Processing Services, please contact us through the appropriate channels mentioned in our [Complaints Policy](#).

## 6. Taxes and Other Expenses

Our fees are exclusive of any applicable Taxes, except as expressly stated to the contrary. You have sole responsibility and liability for: (i) determining what, if any, Taxes apply to the sale of your products and services, acceptance of donations, or payments you receive in connection with your use of the Services; and (ii) assessing, collecting, reporting, and remitting Taxes for your business to the appropriate tax and revenue authorities. If we are required to withhold any



Taxes, or we are unable to validate any tax-related identification information you provide to us, we may deduct such Taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status. Upon our reasonable request, you must provide us with information regarding your tax affairs.

We may send tax-related information to you and tax authorities in connection with the Services. You agree that we may send you tax-related information electronically. We will send you a tax invoice but you are solely responsible for (a) providing us the information necessary to populate the tax invoice in a timely manner; and (b) the accuracy of the information you provide (including the tax registration ID). Without limiting the previous paragraph, you are responsible for paying to the tax authorities the Tax Deducted at Source ("TDS") due on the Fees. In order to do so, you must determine the appropriate rate, file the appropriate forms, and make the appropriate TDS payments. After filing and paying the appropriate TDS amount, you will receive a tax certificate from the tax authorities, which shows the exact TDS amount paid under Stripe's Permanent Account Number (AAXCS5874N). If you submit the certificate to Stripe at priority-support-in@stripe.com within 30 days of the certificate's issue date, Stripe will reimburse you for the TDS that you have paid (as shown on the certificate).

Stripe may, in its sole discretion, pay you an advance monthly TDS reimbursement if you provide Stripe a valid Tax Deductor Account Number (TAN). You will file the appropriate forms, make the appropriate TDS payments to the tax authorities, and promptly send Stripe the tax certificate you receive for that payment. If, due to your acts or omissions, Stripe cannot claim or does not receive a full credit for any TDS that Stripe previously reimbursed to you, Stripe may deduct a corresponding amount from your Stripe Account. Stripe is not liable for any taxes, interest or penalty incurred caused by your acts or omissions (including your delay or non-payment of TDS to the tax authorities).

## 7. Service Requirements, Limitations and Restrictions

**a. Compliance with Applicable Laws:** You must use the Services in a lawful manner, and must obey all laws, rules, and regulations ("Laws") applicable to your use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions. Upon written notice to you, we may require you and any third-party service provider you engage to comply with all Laws that may be relevant to your use of the Services, whether or not those Laws are directly applicable to you or the third-party service providers, including compliance with the Circular dated April 6, 2018 on 'Storage of Payment System Data' issued by the Reserve Bank of



India ("RBI"), and any directions or instructions issued in connection with the Circular, and you will promptly comply, and ensure your third-party service providers comply, with those Laws.

**b. Restricted Businesses and Activities:** You must not use the Services to enable any person (including you) to benefit from any activities Stripe has identified as a **restricted business or activity** (collectively, "Restricted Businesses"). Restricted Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by India or the United States (including the list maintained by the **United States Office of Foreign Asset Control (OFAC)**).

Please review the list of **Restricted Businesses** thoroughly before registering for and opening a Stripe Account. If you are uncertain whether a category of business or activity is restricted or have questions about how these restrictions apply to you, please **contact us**. We may add to or update the Restricted Business List at any time.

**c. Other Restricted Activities:** You may not use the Services to facilitate illegal Transactions or to permit others to use the Services for personal, family or household purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public Stripe systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service. You also may not use the Services for a value above the monetary limits specified by the RBI from time to time.

## 8. Suspicion of Unauthorized or Illegal Use

We may refuse, condition, or suspend any Transactions that we believe: (i) may violate this Agreement or other agreements you may have with Stripe; (ii) are unauthorized, fraudulent or illegal; or (iii) expose you, Stripe, or others to risks unacceptable to Stripe. If we suspect or know that you are using or have used the Services for unauthorized, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This



information may include information about you, your Stripe Account, your Customers, and Transactions made through your use of the Services.

## 9. Disclosures and Notices; Electronic Signature Consent

**a. Consent to Electronic Disclosures and Notices:** This document is an electronic record in terms of Information Technology Act, 2000 (as amended) and the rules and regulations thereunder (collectively, the "IT Act"), and shall be governed by the IT Act, and all other applicable Laws pertaining to electronic records. By clicking the acceptance button, registering for a Stripe Account, accessing, using or installing the Stripe API, Dashboard, or any part of the Services, you specifically agree, to be bound by the terms and conditions of this Agreement. Your registration for a Stripe Account or access, use or installation of the Stripe API, Dashboard, or any part of the Stripe Services, constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from Stripe ("Notices"), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

**b. Methods of Delivery:** You agree that Stripe can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email or physical addresses identified in your Stripe Account. Notices may include notifications about your Stripe Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you at your registered office (if so required under applicable Law) within 24 hours of the time a Notice is either posted to our website or emailed to you.

**c. SMS and Text Messages:** You authorize us to provide Notices to you via text message to allow us to verify your or your Representative's control over your Stripe Account (such as through two-step verification), and to provide you with other critical information about your Stripe Account. In the event of a suspected or actual fraud or security threat to your Stripe Account, Stripe will use SMS, email or another secure procedure to contact you. Standard text or data charges may apply to such Notices. Where offered, you may disable text message notifications in the Dashboard by responding to any such message with "STOP", or by following instructions provided in the message. However, by disabling text messaging, you may be disabling important Security Controls (as defined below) on your Stripe Account and may increase the risk of loss to your business.

**d. Requirements for Delivery:** It should come as no surprise to you that you will need a computer or mobile device, Internet connectivity, and an updated browser to access your Dashboard and



review the Notices provided to you. If you are having problems viewing or accessing any Notices, please [contact us](#) and we can find another means of delivery.

**e. Withdrawing Consent:** Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating your Stripe Account.

**f. Receipt and Acceptance:** This Agreement shall be deemed to have been received, accepted and executed at Stripe's registered office, at Stripe India Private Limited, Prestige Tech Pacific Park, 11th Floor, Building 2, Kadubeesanahalli Village, Varthur Hobli, Bangalore East Taluk, Bangalore, Karnataka, 560103 IN, or such other address as may be notified to you by Stripe through the Dashboard.

## 10. Termination

**a. Term and Termination:** This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or Stripe. You may terminate this Agreement by closing your Stripe Account at any time by opening [the account information tab in your account settings](#), selecting "close my account" and ceasing to use the Service. If you use the Services again or register for another Stripe Account, you are consenting to this Agreement. We may terminate this Agreement or close your Stripe Account at any time for any reason (including, without limitation, for any activity that may create harm or loss to the goodwill of a Payment Method). Where applicable Law requires advance notice of termination to be provided, we will, prior to termination, provide you with the required advance notice of termination. We may suspend your Stripe Account and your ability to access funds in your Stripe Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your Stripe Account; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement; (iii) any Law, Payment Method Provider or Payment Method Acquirer requires us to do so; or (iv) we are otherwise entitled to do so under this Agreement. A Payment Method Provider or Payment Method Acquirer may terminate your ability to accept its Payment Method, at any time and for any reason, in which case you will no longer be able to accept the Payment Method under this Agreement.

**b. Effects of Termination:** Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to (i) complete all pending Transactions, (ii) stop accepting new Transactions, and (iii) immediately remove all Stripe and payment network logos from your website (unless permitted under a separate license with the payment network). Your continued or renewed use of the Services after all pending Transactions



have been processed serves to renew your consent to the terms of this Agreement. If you terminate this Agreement, we will pay out any remaining funds owed to you in accordance with Section C.

In addition, upon termination you understand and agree that (i) all licenses granted to you by Stripe under this Agreement will end; (ii) subject to Section D.5, we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (iii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iv) you are still liable to us for any Fees, Taxes, or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

## Section B: Stripe Technology

### 1. API and Dashboard

Stripe has developed and provides access to the API that may be used to access the Services. You may use the API solely as described in the Documentation to use the Services on websites and through the applications identified in your Stripe Account. You may manage your Stripe Account, connect with other service providers, and enable additional features through the Stripe **management dashboard** ("Dashboard"). Stripe will use the Dashboard to provide you with information about your Stripe Account. Stripe will also provide you with access to monthly summary reports which will include all your Stripe Account activity, grouped by month, up to the most recent full day. The information may be provided in your language, and if not, it will be provided in English. Further detail about the information provided to you through the Dashboard is available in the Account Reporting section of the Documentation.

You may not use the API for any purpose, function, or feature not described in the Documentation or otherwise communicated to you by us. Due to the nature of the Services, we will update the API and Documentation from time to time, and may add or remove functionality. We will provide you Notice in the event of material changes, deprecations, or removal of functionality from the API so that you may continue using the Services with minimal interruption.

We will make publishable and secret API keys for live and test Transactions available to you through the Dashboard. Publishable keys identify Transactions with your Customers, and secret keys permit any API call to your Stripe Account. You are responsible for securing your secret



keys --- do not publish or share them with any unauthorized persons. Failure to secure your secret keys will increase the likelihood of fraud on your Stripe Account and potential losses to you or your Customers. You should contact us immediately if you become aware of any unauthorized use of your secret key or any other breach of security regarding the Services. We provide more details on proper use of publishable and secret API keys in the Documentation. Information on securing your Stripe Account is available in Section D.

## 2. Ownership of Stripe IP

As between you and Stripe, Stripe and its licensors exclusively own all rights, title, and interest in the patents, copyrights (including rights in derivative works), moral rights, rights of publicity, trademarks or service marks, logos and designs, trade secrets, and other intellectual property embodied by, or contained in the API, Services, Dashboard, and Documentation (collectively, "Stripe IP") or any copies thereof. Stripe IP is protected by copyright, trade secret, patent, and other intellectual property Laws, and all rights in Stripe IP not expressly granted to you in this Agreement are reserved.

You may choose to or we may invite you to submit comments or ideas about improvements to the Service, our API, our platform, or any other component of our products or services ("Ideas"). If you submit an Idea to us, we will presume that your submission was voluntary, unsolicited by us, and delivered to us without any restrictions on our use of the Idea. You also agree that Stripe has no fiduciary or any other obligation to you in connection with any Idea you submit to us, and that we are free to use your Ideas without any attribution or compensation to you.

## 3. License

You are granted a nonexclusive and nontransferable license to electronically access and use the Stripe IP only in the manner described in this Agreement. Stripe does not sell to you, and you do not have the right to sublicense the Stripe IP. We may make updates to the Stripe IP or new Services available to you automatically as electronically published by Stripe, but we may require action on your part before you may use the Stripe IP or new Services (including activation through the Dashboard, or acceptance of new or additional terms). Stripe may revoke or terminate this licence at any time if you use Stripe IP in a manner prohibited by this Agreement.

You may not: (i) claim or register ownership of Stripe IP on your behalf or on behalf of others; (ii) sublicense any rights in Stripe IP granted by us; (iii) import or export any Stripe IP to a person or



country in violation of any country's export control Laws; (iv) use Stripe IP in a manner that violates this Agreement or Laws; or (v) attempt to do any of the foregoing.

## 4. Stripe Marks; References to Our Relationship

We may make certain Stripe logos or marks ("Stripe Marks") available for use by you and other users to allow you to identify Stripe as a service provider. To use Stripe Marks, you must first agree to the [Stripe Marks Usage Agreement](#). Stripe may limit or revoke your ability to use Stripe Marks at any time. You may never use any Stripe Marks or Stripe IP consisting of trademarks or service marks without our express permission, or in a manner that may lead people to confuse the origin of your products or services with ours.

During the term of this Agreement, you may publicly identify us as the provider of the Services to you and we may publicly identify you as a Stripe user. If you do not want us to identify you as a user, please [contact us](#). Neither you nor we will imply any untrue sponsorship, endorsement, or affiliation between you and Stripe. Upon termination of your Stripe Account, both you and Stripe will remove any public references to our relationship from our respective websites.

## 5. Content

You may use the Services to upload or publish text, images, and other content (collectively, "Content") to your Stripe Account and to third-party sites or applications but only if you agree to obtain the appropriate permissions and, if required, licenses to upload or publish any such Content using the Services. You agree to fully reimburse Stripe for all fees, fines, losses, claims, and any other costs we may incur that arise from Content that you publish or upload through the Services, or claims that Content you publish or upload infringes the intellectual property, privacy, or other proprietary rights of others.

## 6. Additional Services

**a. Stripe Connect:** The terms in this section only apply if you choose to connect your Stripe Account to a platform provider (each a "Platform") using the Stripe Connect service.

Stripe Connect allows Platforms to help you administer your Stripe Account and provide additional services directly to you or your Customers. You can connect your Stripe Account to



Platforms when you register for your Stripe Account, or through the Dashboard. To use Stripe Connect, you must also agree to the [Stripe Connected Account Agreement](#). When you connect your Stripe Account to a Platform, you authorize Stripe to permit the Platform to: (i) access your Stripe Account and any Data (as defined in Section D) contained in your Stripe Account; (ii) assist you with creating and managing Transactions with your Customers; and (iii) deduct amounts (for example, fees for use of the Platform and Taxes on those fees) from funds payable to you from Transactions occurring in connection with the Platform ("Platform Fees"). You must separately agree with the Platform to pay any Platform Fees, and any Platform Fees will be in addition to Fees.

Once you have authorized a Platform to connect to your Stripe Account, the Platform will continue to have access to your Stripe Account and will be authorized to perform the functions described in the Stripe Connected Account Agreement until you specifically withdraw your authorization by changing the Stripe Connect settings in the Dashboard.

**b. Stripe Billing:** Stripe Billing enables you to use the Payment Processing Services to receive recurring or subscription payments from your Customers, and to issue invoices to your Customers. If you use the Payment Processing Services to submit recurring or subscription Charges, you agree to comply with applicable Laws and Payment Method Rules, including clearly informing Customers in advance of submitting the initial Charge that they will be charged on an ongoing basis and explaining the method for unsubscribing or cancelling their recurring billing or subscription. If you use the Payment Processing Services to issue invoices to your Customers, you understand and agree that it is your responsibility to ensure that the form and content of the invoices comply with applicable Laws, and are sufficient to achieve any legal or tax effect that you are trying to achieve.

Subject to any applicable Laws that cannot be excluded, and to the maximum extent permitted by applicable Law, Stripe will not be liable to you or any third parties for any loss suffered or incurred by you or any third party in the event that an invoice template provided to you by Stripe does not comply with any laws or regulations that may apply to you or any third party, including any omission of information required to be included as a matter of law or regulation (whether or not such information has been prompted for inclusion by the template).

**c. Other Services:** From time to time we may offer you additional features or services that may be subject to additional or different terms of service. Examples of additional services include [Stripe Radar](#). All such additional features and services form part of the Services, and you may not use these additional services unless you agree to the applicable agreement or terms (if any) for those services.



We may also provide you access to services identified as "beta" or pre-release services. You understand that these services are still in development, may contain bugs or errors, may be feature incomplete, may materially change prior to a full commercial launch, or may never be released commercially. We provide beta services AS IS, and without warranty of any kind, and your use of, or reliance on beta services is at your own risk.

## Section C: Payment Processing Services

### 1. Payment Processing Services Overview

Stripe works with various Stripe affiliates, Payment Method Providers and Payment Method Acquirers to provide you with access to the Payment Methods and Payment Processing Services. Where the Payment Processing Services enable you to submit Charges (as defined below), we may limit or refuse to process Charges for any Restricted Businesses, or for Charges submitted in violation of this Agreement.

Your use of a Payment Method may be subject to separate terms applicable to the Payment Method. See Section C.5 and Sections C.6 below for more detail.

The following terms used in this Agreement relate to your use of Payment Processing Services:

"Charge" means a credit or debit instruction to capture funds from an account that a Customer maintains with a bank or other financial institution in connection with a Transaction.

"Complaints Policy" means the board-approved [Policy on Handling Customer Complaints of Stripe](#).

"Dispute" means an instruction initiated by a Customer for the return of funds for an existing Charge (including a chargeback or dispute on a payment card network).

"Fine" means any fines, levies, or other charges imposed by us, a Payment Method Provider or a Payment Method Acquirer, caused by your violation of Laws or this Agreement, or as permitted by the applicable Payment Method Rules.

"Payment Method" means a type of payment method that Stripe accepts as part of the Payment Processing Services, such as credit and debit cards.



"Payment Method Rules" means the guidelines, bylaws, rules, and regulations imposed by the Payment Method Providers and Payment Method Acquirers that operate Payment Methods supported by Stripe (including the payment card network operating rules ("Network Rules") for the Visa, Mastercard, and American Express networks).

"Payment Method Acquirer" means an entity that is authorized by a Payment Method Provider to enable the use of a Payment Method by accepting Charges from Customers on behalf of the Payment Method Provider, and routing these Charges to the Payment Method Provider. Stripe or a Stripe affiliate may be the Payment Method Acquirer for a Payment Method.

"Payment Method Provider" means the provider of a Payment Method, such as Visa, Mastercard, American Express and the National Payments Corporation of India.

"Payment Processing Services" are Services that you may use to accept payments from your Customers for Transactions, perform other financial transactions, manage subscriptions, and perform transaction reporting.

"Refund" means an instruction initiated by you to return funds to a Customer for an existing Charge.

"Return" means an instruction initiated by you, a Customer, a Payment Method Provider or a Payment Method Acquirer to return funds unrelated to an existing Charge.

"Reversal" means an instruction initiated by a Payment Method Provider, a Payment Method Acquirer or us to return funds for an existing Charge. Reversals may result from (i) invalidation of a charge by a Payment Method Provider or a Payment Method Acquirer; (ii) funds settled to you in error or without authorization; and (iii) submission of a Charge in violation of the applicable Payment Method Rules, or where submission of the Charge or your use of Payment Processing Services violates this Agreement.

## 2. Registering for Use of Payment Processing Services

When you register for a Stripe Account, you may be asked for financial information, or information we use to identify you, your Representatives, principals, beneficial owners, and other individuals associated with your Stripe Account. Throughout the term of this Agreement, we may share information about your Stripe Account with Payment Method Providers and Payment Method Acquirers in order to verify your eligibility to use the Payment Processing Services, establish any necessary accounts or credit with Payment Method Providers and Payment



Method Acquirers, monitor Charges and other activity, and conduct risk management and compliance reviews. We may also share your Data (as that term is defined below) with Payment Method Providers and Payment Method Acquirers for the purpose of facilitating the compliance of Stripe, the Payment Method Providers, and the Payment Method Acquirers with applicable Laws and Payment Method Rules. We will review and may conduct further intermittent reviews of your Stripe Account information to determine that you are eligible to use the Payment Processing Services. Stripe's use of the information you provide to us under this Agreement is described in more detail in Section D.

Stripe is not a bank and we do not accept deposits, provide loans or extend credit. If you accept payment for products or services (including events such as concerts or other performances) not immediately deliverable to the Customer (a "Preorder"), we may, in our sole discretion, initiate Reversals or hold Reserves for all or a portion of the Charges processed by us for a Preorder. If you would like to receive payment for a Preorder, please [contact us](#) before doing so.

### 3. Processing Transactions; Disputes, Refunds, Reversals

You may only submit Charges through the Payment Processing Services that are authorized by your Customers. To enable us to process Transactions for you, you authorize and direct us, our affiliates, the Payment Method Providers and Payment Method Acquirers to receive and settle any payment processing proceeds owed to you through the Payment Processing Services, and you will identify Stripe as your agent for purposes of providing the Payment Processing Services to you. You may not, other than as required by the Financial Services Terms or Payment Terms (each as defined below), grant or assign any interest in payment processing proceeds to any third party until such time as the payment processing proceeds are deposited into your Payout Account (as defined below). We will promptly update your Stripe Account balance to reflect any such proceeds that we receive on your behalf.

Except where Stripe and a Customer have otherwise agreed, you maintain the direct relationship with your Customers and are responsible for: (i) if applicable, obtaining explicit consent from the Customer to tokenize Customer card data in accordance with applicable Law and appropriate consent to submit Charges through the Payment Processing Services on their behalf; (ii) providing confirmation or receipts to Customers for each Charge; (iii) verifying Customers' identities; and (iv) determining a Customer's eligibility and authority to complete Transactions. However, even authorized Transactions may be subject to a Dispute. Stripe is not responsible for or liable to you for authorized and completed Charges that are later the subject of a Dispute, Refund, or Reversal, are submitted without authorization or in error, or violate any Laws.



You are immediately responsible to us for all Disputes, Refunds, Reversals, Returns, or Fines regardless of the reason or timing. We may decline to act upon a Refund instruction, or delay execution of the instruction, if: (i) it would cause your Stripe Account balance to become negative; (ii) you are the subject of Bankruptcy Proceedings; or (iii) where we otherwise believe that there is a risk that you will not meet your liabilities under this Agreement (including with respect to the Charge that is the subject of the Refund instruction).

In many but not all cases, you may have the ability to challenge a Dispute by submitting evidence through the API or the Dashboard. We may request additional information to provide to Payment Method Providers and Payment Method Acquirers to assist you in contesting the Dispute, but we cannot guarantee that your challenge will be successful. Payment Method Providers and Payment Method Acquirers may deny your challenge for any reason they deem appropriate. Where a challenge is entirely or partially successful, your Stripe Account will, subject to our exercise of our rights under Section C.9 below, be credited with the funds associated with the Charge that is the subject of the Dispute (or a portion thereof). You may not submit a new Charge which duplicates a Transaction that is subject to a Dispute.

Please keep in mind that, as explained in Section D.3, you are liable for all losses you incur when lost or stolen payment credentials or accounts are used to purchase products or services from you. Stripe does not and will not insure you against losses caused by fraud under any circumstances. For example, if someone pretends to be a legitimate buyer but is a fraudster, you will be responsible for any resulting costs, including Disputes, even if you do not recover the fraudulently purchased product. Even if we work with you to assist you or law enforcement in recovering lost funds, Stripe is not liable to you, or responsible for your financial losses or any other consequences of such fraud. We provide the Security Controls described in this Section D.3 to help you mitigate the risk of fraud losses on your Stripe Account, and we strongly encourage you to review and use the Security Controls appropriate for your business.

A Reversal for a Charge may be issued if the Charge is made without the account owner's authorization or in connection with a Restricted Business, violates the applicable Payment Method Rules, or for other applicable reasons. If a Reversal is issued, we will provide you Notice and a description of the cause of the Reversal.

## 4. Responsibilities and Disclosures to Your Customers

It is very important to us that your Customers understand the purpose, amount, and conditions of Charges you submit to us. With that in mind, when using the Payment Processing Services you agree to: (i) accurately communicate, and not misrepresent, the nature of the Transaction, and the amount of the Charge in the appropriate currency prior to submitting it to the API; (ii) provide



a receipt that accurately describes each Transaction to Customers; (iii) provide Customers a meaningful way to contact you in the event that the product or service is not provided as described; (iv) not use Services to sell products 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; and (v) inform Customers that Stripe and its affiliates process Transactions (including payment Transactions) for you. You also agree to maintain and make available to your Customers a fair and neutral return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can receive a Refund.

If you engage in Transactions with Customers who are individuals (i.e. consumers), you specifically agree to provide consumers disclosures required by Law.

## 5. Payment Terms and Financial Services Terms

Your use of the Payment Processing Services is subject to additional terms that apply between you and one or more of Stripe, a Stripe affiliate, and a Payment Method Provider. When these additional terms relate to a specific Payment Method they are "Payment Terms", and when they relate to specific Payment Processing Services they are "Financial Services Terms". By using the Payment Processing Services, you agree to the applicable [Payment Terms](#) and Financial Services Terms (as set out on our [legal page](#)), including those that separately bind you with our affiliates, Payment Method Providers and/or Payment Method Acquirers. Additionally, a Payment Method Provider may enforce the terms of this Agreement directly against you.

The [RBL Bank terms](#) are an example of Financial Services Terms.

You authorize us to instruct our financial services providers to hold, receive, and disburse funds on your behalf; and to instruct such financial services providers as to how and when funds are transferred to you. You also authorize us to designate which financial services providers may hold settlement funds, on deposit and in trust, pending transfer of funds to you in accordance with the terms of this Agreement. A clearing account through which funds are settled will be maintained by a financial services provider, and transfers to you from this account will be a full and final payment by the financial services provider to you.

We may add or remove Payment Method Providers and Payment Method Acquirers at any time. The Payment Terms and Financial Services Terms may also be amended from time to time. Your continuing use of the Payment Processing Services constitutes your consent and agreement to such additions, removals and amendments.



## 6. Specific Payment Methods

**a. Payment Cards:** When accepting payment card payments, you must comply with all applicable Network Rules, including the Network Rules specified by the [Visa Rules and Regulations](#) specified by Visa U.S.A., Inc. and Visa International ("Visa"), the [Mastercard Rules](#) specified by MasterCard International Incorporated ("Mastercard"), and the American Express Payment Terms (see section C.6.c below) specified by American Express. Collectively, Visa, Mastercard and American Express are referred to in this Agreement as the "Networks".

The Network Rules state that you may only accept payments using payment cards for bona fide legal commercial transactions between you and your Customers for goods or services that are free of liens, claims, and encumbrances. You may only use payment network trademarks or service marks consistent with the Network Rules, and the Network Rules also limit your ability to discriminate by card type or charge surcharges for acceptance of payment cards.

The Networks may amend the Network Rules at any time without notice to you, and Stripe reserves the right to change the Payment Processing Services at any time to comply with the Network Rules. We may share with the Networks (and the Payment Method Acquirer) information you provide to us that we use to identify the nature of your products or services, including the assignment of your business activities to a particular payment network merchant category code (MCC).

Customers typically raise payment card network Disputes (also known as "chargebacks") when a merchant fails to provide the product or service to the Customer, or where the payment card account holder did not authorize the Charge. High Dispute rates (typically those exceeding 1%) may result in your inability to use the Payment Processing Services. Failure to timely and effectively manage Disputes with your Customers may ultimately result in your inability to accept payment cards for your business.

When you accept payment card Transactions, Network Rules specifically prohibit you from (i) providing cash refunds for a Charge on a credit card, unless required by Laws, (ii) initiating a Refund more than five calendar days after issuing a credit to your Customer, (iii) accepting cash, its equivalent, or any other item of value for a Refund, (iv) acting as a payment facilitator, intermediary or aggregator, or otherwise reselling Payment Processing Services on behalf of others, (v) submitting what you believe or know to be a fraudulent Charge or a Charge that has not been authorized by the cardholder, (vi) submitting a Charge where the Transaction has not been completed or the goods or services have not been shipped or provided (except where the cardholder has paid a partial or full prepayment or the cardholder's consent is obtained for a recurring transaction), (vii) splitting Transactions into multiple Charges unless certain criteria are



met, or (viii) using Payment Processing Services in a manner that is an abuse of the payment card networks or a violation of the Network Rules.

If you misuse the Payment Processing Services for payment card Transactions or engage in activity the Networks identify as damaging to their brand, or if we are required to do so by the Network Rules, we may submit information about you, Representatives, your beneficial owners and principals, and other individuals associated with your Stripe Account, to the MATCH terminated merchant listing maintained by Mastercard and accessed and updated by Visa and American Express, or to the Consortium Merchant Negative File maintained by Discover. Addition to one of these lists may result in your inability to accept payments from payment cards. You understand and consent to our sharing this information and to the listing itself, and you will fully reimburse us for any losses we incur from third-party claims, and you waive your rights to bring any direct claims against us that result from such reporting. Our reporting of information under this paragraph is separate from any other right that we may exercise under this Agreement, and we may separately terminate this Agreement or suspend your Stripe Account due to the misuse or damaging activity that caused us to make the report.

If you engage a third party processor to create and deliver a payment card transaction directly to the payment card network, then you may be able to specify that the transaction will be cleared and settled by Stripe via our Payment Processing Services. If you intend to make use of this service with respect to the Stripe Payment Processing Services, you first must **notify us**. If you engage a third party to deliver this service, and you are permitted to designate Stripe in this manner, then you take the risk of the third party properly delivering the transaction to the payment card network. You understand and agree that Stripe will only clear and settle to you funds for transactions that are actually received by the payment card network. You further assume responsibility for any failure by such third party to comply with the applicable Network Rules.

**b. American Express conversion.** If your American Express Transaction volume exceeds a threshold amount set by a American Express, American Express may convert you to a direct American Express merchant, which means that your acceptance of American Express Transactions will be governed by American Express' then-current Card Acceptance Agreement, and your pricing and other fees for the acceptance of American Express Transactions will be directly agreed between you and American Express. In the event of such conversion, your relationship with Stripe will not be otherwise affected, and Stripe will continue to process your American Express Transactions in accordance with this Agreement.

**c. American Express Payment Terms.**



You agree to the following Payment Terms if you elect to accept payments using American Express cards in India:

1. You will comply with American Express' **Terms and Conditions** and American Express' **Data Security Policy**, including your obligations concerning disputes, transaction processing, authorization, submission, prohibited uses and transactions, and protecting Customer information.
2. You consent to our disclosure of your Transaction data, merchant data, personal information, and other information to American Express and to American Express' use of such information to perform its obligations, operate its business, perform analytics or create reports and any other lawful business purpose.
3. You will display American Express trademarks that we may provide you from time to time and give them at least equal representation with other payment methods you offer, whether through Stripe or otherwise.
4. You will "warmly welcome" American Express cards meaning that either you will not surcharge your Customers for use of American Express cards, or if you do, that such surcharge will be no greater than the lowest surcharge for any other credit card you accept.
5. You will not discourage Customers from using American Express cards or disparage the American Express brand.
6. Your site and establishment (if applicable) must not contain libelous, defamatory, obscene, pornographic or profane material or any instructions that may cause harm to individuals.
7. Your refund policy for use of American Express cards must be at least as favorable to your Customers as the refund policy for other payment methods you accept.
8. You will provide your contact information (including email and phone) that will allow your Customers to access their Transaction information.
9. American Express' liability in connection with your acceptance of American Express cards will not include indirect or consequential, exemplary, punitive or special damages, even if American Express has been advised of the possibility of such damages in advance. American Express will not be responsible for damages arising from delays or problems caused by telecommunications carriers or the banking system.



10. These Payment Terms do not give you any rights against American Express. American Express is an intended third-party beneficiary of these Payment Terms and is entitled to enforce these Payment Terms and its Terms and Conditions against you.

## 7. Settlement and Payout Schedule

**a. Your Payout Account:** Stripe will, with its banking partners, arrange to settle funds to the bank or other financial institution account that you designate (your "Payout Account"). You affirm that you are authorized to initiate settlements to and debits from the Payout Account, and that the Payout Account is owned by you, and administered and managed by a financial institution located in India. If you update your Payout Account (including via the Dashboard) then you must ensure that you continue to comply with the requirements of this section. We may require you to provide us with documentary proof demonstrating your compliance with this section, and your failure to provide such proof will constitute a breach of this Agreement.

**b. Settlement to Your Payout Account:** A positive balance in your Stripe Account will result in settlement to your Payout Account and a negative balance in your Stripe Account will result in a deduction, set-off and/or debit of the amounts owed in accordance with Section C.9 below. We may reduce the amount settled to your Payout Account by the amount of Fees, MDR Charges, Fines, and amounts owed to us for any reason.

**c. Multi-currency Processing.** We may offer you the ability to have funds settled to your Payout Account in a currency different from the one in which you accepted payment from a customer ("Multi-Currency Processing"). To use this service, you must provide us with a valid Payout Account for each currency for which you request settlement, based on our list of available settlement currencies. We may add or remove currencies from our list of available settlement currencies at any time. If you use Multi-Currency Processing, we will identify at the time of the Charge (for example, through the API), the conversion rate that will apply to the Charge. If you Refund a Charge, the conversion rate that will apply will be the rate in effect at the time of the Refund, not the Charge. By submitting a Charge or Refund you will be deemed to have accepted the applicable conversion rate. You may choose not to use the Multi-Currency Processing service at any time. You may also change the Payout Account information or other settings associated with your use of Multi-Currency Processing, but any such changes will only affect subsequent Charges.

**d. Payout Schedule:** The term "Payout Schedule" refers to the time it takes for us to initiate settlement to your Payout Account. Your Payout Schedule is specified in the Dashboard. We will settle funds to the Payout Account according to the Payout Schedule and in accordance with any applicable timelines for settlement of funds prescribed by the RBI from time to time in



connection with the Services; however, please be aware that a Payment Method Provider, a Payment Method Acquirer, or the financial institution holding your Payout Account, may delay settlement for any reason. We are not responsible for any action taken by the institution holding your Payout Account to not credit the Payout Account or to otherwise not make funds available to you as you expected.

We reserve the right to change the Payout Schedule or to suspend settlement to you. Examples of situations where we may do so are: (i) where there are pending, anticipated, or excessive Disputes, Refunds, or Reversals; (ii) in the event that we suspect or become aware of suspicious activity; or (iii) where we are required by Law or court order. We have the right to withhold settlement to your Payout Account upon termination of this Agreement if we reasonably determine that we may incur losses resulting from credit, fraud, or other legal risks associated with your Stripe Account. If we exercise our right to withhold a Payout for any reason, we will communicate the general reason for withholding the Payout and give you a timeline for releasing the funds.

**e. Incorrect Settlement:** The information required for settlement will depend on the financial institution holding the Payout Account. Please make sure that any information about the Payout Accounts that you provide to us is accurate and complete. If you provide us with incorrect information (i) you understand that funds may be settled to the wrong account and that we may not be able to recover the funds from such incorrect transactions and (ii) you agree that you are solely responsible for any losses you or third parties incur due to erroneous settlement transactions, you will not make any claims against us related to such erroneous settlement transactions, and you will fully reimburse us for any losses we incur.

## 8. Clearing Funds and Reserves

All funds resulting from Charges are held in pooled clearing accounts (the "Clearing Accounts") with our banking partners. We will settle funds to and from the Clearing Accounts in the manner described in this Agreement; however, you have no rights to the Clearing Accounts or to any funds held in the Clearing Accounts (except as specified under applicable Law), you are not entitled to draw funds from the Clearing Accounts, and you will not receive interest from funds maintained in the Clearing Accounts. Funds in the Clearing Accounts are safeguarded in accordance with our statutory obligations and any applicable statutory protections.

In certain circumstances, we may require you to place funds in reserve or to impose conditions on the release of funds (each a "Reserve"). We may impose a Reserve on you for any reason if we determine that the risk of loss to Stripe, Customers, or others associated with your Stripe Account is higher than normal. For example, we may hold a Reserve if: (i) your or your Customers'



activities increase the risk of loss to us or to your Customers, (ii) you have violated or are likely to violate this Agreement, or (iii) your Stripe Account has an elevated or abnormally high number of Disputes. If we impose a Reserve, we will establish the terms of the Reserve and provide you Notice of the amount, timing, and conditions upon which the funds in the Reserve will be released to you. In many cases, the Reserve amount will be the entire amount of Charges processed using the Payment Processing Services. We may change or condition the terms of the Reserve based on our continuous assessment and understanding of the risks associated with your Stripe Account, if required to do so by Payment Method Providers or Payment Method Acquirers, or for any other reason. We may fund the Reserve with funds processed through your use of Payment Processing Services, by debiting the Payout Account or another bank account associated with your Stripe Account, or by requesting funds directly from you.

To the extent possible, we prefer to identify the necessity for a Reserve in advance of establishing one. If you are concerned that we will impose a Reserve on you due to the nature of your business activities, please [contact us](#) before using the Services.

## 9. Security Interests, Collection, and Set-Off Rights

**a. Security Interests:** You grant us a lien and security interest in all funds for Transactions that we process for you, including funds that we deposit into your Payout Accounts, as well as funds held in any other bank accounts to which such Transaction funds are deposited or transferred. This means that if you have not paid funds that you owe to us, your Customers, or to any of our affiliates, we have a right superior to the rights of any of your other creditors to seize or withhold funds owed to you for Transactions that we process through the Services, and to debit or withdraw funds from any bank account associated with your Stripe Account (including your Payout Accounts). Upon our request, you will execute and deliver any documents and pay any associated fees we consider necessary to create, perfect, and maintain a security interest in such funds.

**b. Collection and Set-Off Rights:** You agree to pay all amounts owed to us and to our affiliates on demand. Your failure to pay amounts owed to us or to our affiliates under this Agreement is a breach and you will be liable for any costs we incur during collection in addition to the amount you owe. Collection costs may include, attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, any applicable interest, and any other related cost. Where possible, we will first attempt to collect or set-off amounts owed to us and to our affiliates from balances in your Stripe Accounts from your use of the Payment Processing Services or from funds that we hold in Reserve. However, we may collect any amounts you owe us under this Agreement by deducting or setting-off amounts that you owe from the Stripe account balance (or debiting the payout account for such Stripe account) for any Stripe account that we



determine, acting reasonably, is associated with your Stripe Account. Similarly, we may deduct or set-off amounts from your Stripe Account balance (or debit your Payout Accounts) in order to collect amounts owed to us in relation to such associated Stripe accounts.

In certain circumstances, we may require a personal, parent or other guarantee (a "Guarantee") from a user's principal, owner, or other guarantor. A Guarantee consists of a legally binding promise by an individual or an entity to pay any amounts the user owes in the event that the user is unable to pay. If we require you to provide us with a Guarantee, we will specifically inform you of the amount of, and the reasons for the Guarantee. If you are unable to provide such a Guarantee when required, you will not be permitted to use the Services.

## 10. Reconciliation and Error Notification

The Dashboard contains details of Charges, Charge history, and other activity on your Stripe Account. 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 your records of Customer Transactions. If you find an error when you reconcile your Transaction history, Stripe will reasonably cooperate with you to investigate and help correct that error as long as you notify Stripe of the error within 60 days after the error appears in your Transaction history. Stripe may correct any errors in your Transaction history by crediting or debiting the Payout Accounts.

## 11. Dormant Accounts

If you leave any funds dormant in a Stripe Account and you do not give us instructions where to send them, we may be required by Law to deem the funds to be abandoned by you, and to deliver them to various government agencies. To the extent required by Law, we will attempt to provide you Notice if we hold funds payable to you in an account beyond the applicable dormancy period for abandoned property. If we are unable to contact you, we will treat the funds in your Stripe Account to be abandoned, and will deliver them to the appropriate government authority.

# Section D: Data Usage, Privacy, and Security



# 1. Data Usage Overview

Protecting, securing, and maintaining the information processed and handled through the Services is one of our top priorities, and it should be yours too. This section describes our respective obligations when handling and storing information connected with the Services. The following terms used in this section relate to data provided to Stripe by you or your Customers, or received or accessed by you through your use of the Services:

"Payment Account Details" means the Payment Method account details for a Customer, and includes, with respect to credit and debit cards, the cardholder's account number, card expiration date, and CVV2.

"Payment Data" means Payment Account Details, information communicated to or by Payment Method Provider or Payment Method Acquirer, financial information specifically regulated by Laws and Payment Method Rules, and any other information used with the Payment Processing Services to complete a Transaction.

"Personal Data" means information that identifies a specific living person (not a company, legal entity, or machine) and is transmitted to or accessible through the Services.

"Stripe Data" means details of the API transactions over Stripe infrastructure, information used in fraud detection and analysis, aggregated or anonymized information generated from Data, and any other information created by or originating from Stripe or the Services.

"User Data" means information that describes your business and its operations, your products or services, and orders placed by Customers.

The term "Data" used without a modifier means all Personal Data, User Data, Payment Data, and Stripe Data.

Stripe processes, analyzes, and manages Data to: (a) provide Services to you, other Stripe users, and Customers; (b) mitigate fraud, financial loss, or other harm to users, Customers and Stripe; and (c) analyze, develop and improve our products, systems, and tools. Stripe provides Data to third-party service providers, including Payment Method Providers, Payment Method Acquirers, and their respective affiliates, as well as to Stripe's affiliates, to allow us to provide Services to you and other users. We do not provide Personal Data to unaffiliated parties for marketing their products to you. You understand and consent to Stripe's use of Data for the purposes and in a manner consistent with this Section D.



## 2. Data Protection and Privacy

**a. Confidentiality:** Stripe will only use User Data as permitted by this Agreement, by other agreements between you and us, or as otherwise directed or authorized by you. You will protect all Data you receive through the Services, and you may not disclose or distribute any such Data, and you will only use such Data in conjunction with the Services and as permitted by this Agreement or by other agreements between you and us. Neither party may use any Personal Data to market to Customers unless it has received the express consent from a specific Customer to do so. You may not disclose Payment Data to others except in connection with processing Transactions requested by Customers and consistent with applicable Laws and Payment Method Rules.

**b. Privacy:** Protection of Personal Data is very important to us. Our [Privacy Policy](#) explains how and for what purposes we collect, use, retain, disclose, and safeguard the Personal Data you provide to us. You agree to the terms of our Privacy Policy, which we update from time to time.

You affirm that you are now and will continue to be compliant with all applicable Laws governing the privacy, protection, and your use of Data that you provide to us or access through your use of the Services. You also affirm that you have obtained all necessary rights and consents under applicable Laws to disclose to Stripe -- or allow Stripe to collect, use, retain, and disclose -- any Personal Data that you provide to us or authorize us to collect, including Data that we may collect directly from Customers using cookies or other similar means. As may be required by Law and in connection with this Agreement, you are solely responsible for disclosing to Customers that Stripe processes Transactions (including payment Transactions) for you and may receive Personal Data from you. Additionally, where required by Law or Payment Method Rules, we may delete or disconnect a Customer's Personal Data from your Stripe Account when requested to do so by the Customer.

Stripe will provide the Services from systems located within India or other countries outside of India (to the extent permissible under applicable Law). Without limiting the generality of the prior sentence, Stripe will provide Payment Processing Services in compliance with the instructions of the RBI on 'Storage of Payment System Data' dated April 6, 2018. As such, it is your obligation to disclose to your customers that Data may be transferred, processed and stored outside of India (in compliance with applicable Law) and, as set forth in our Privacy Policy, may be subject to disclosure as required by applicable Laws, and to obtain from your customers all necessary consents under applicable Laws in relation to the foregoing.

If we become aware of an unauthorized acquisition, disclosure or loss of Customer Personal Data on our systems, we will notify you consistent with our obligations under applicable Law. We will



also notify you and provide you sufficient information regarding the unauthorized acquisition, disclosure or loss to help you mitigate any negative impact on the Customer.

**c. PCI Compliance:** If you accept payment card Transactions, you must comply with the Payment Card Industry Data Security Standards ("PCI-DSS") and, if applicable to your business, the Payment Application Data Security Standards (PA-DSS) (collectively, the "PCI Standards"). The PCI Standards include requirements to maintain materials or records that contains payment card or Transaction data in a safe and secure manner with access limited to authorized personnel. Stripe provides tools to simplify your compliance with the PCI Standards, but you must ensure that your business is compliant. The specific steps you will need to take to comply with the PCI Standards will depend on your implementation of the Payment Processing Services. You can find more information about implementing Stripe in a manner compliant with the PCI Standards in our [Documentation](#). You will promptly provide us, or any applicable Payment Method Provider or Payment Method Acquirer, with documentation demonstrating your compliance with the PCI Standards upon our request. If you are unable to provide documentation sufficient to satisfy us, the Payment Method Providers, or their Payment Method Acquirers, that you are compliant with the PCI Standards, then Stripe, and any applicable Payment Method Provider or Payment Method Acquirers, may access your business premises on reasonable notice to verify your compliance with the PCI Standards.

If you are allowed under applicable Law and elect to store or hold "Account Data", as defined by the PCI Standards (including Customer card account number or expiration date), you must maintain a system that is compliant with the PCI Standards. If you do not comply with the PCI Standards, or if we or any Payment Method Provider or Payment Method Acquirer are unable to verify your compliance with the PCI Standards, we may suspend your Stripe Account or terminate this Agreement. If you intend to use a third party service provider to store or transmit Account Data, you must not share any data with the service provider until you verify that the third party holds sufficient certifications under the PCI Standards, and [notify us](#) of your intention to share Account Data with the service provider. Further, you agree to never store or hold any "Sensitive Authentication Data", as defined by the PCI Standards (including CVC or CVV2), at any time. You can find information about the PCI Standards on the [PCI Council's website](#).

You acknowledge that Stripe is reliant on you for direction as to the extent to which we are entitled to use and process the Personal Data that you provide to us. Consequently, we will not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted from your instructions.

**d. Storage of card data:** You must not store Customers' card and related data, except to the extent applicable Law permits.



### 3. Security and Fraud Controls

**a. Stripe's Security:** Stripe is responsible for protecting the security of Data in our possession. We will maintain commercially reasonable administrative, technical, and physical procedures to protect User Data and Personal Data stored in our servers from unauthorized access, accidental loss, modification, or breach, and we will comply with applicable Laws and Payment Method Rules when we handle User and Personal Data. However, no security system is impenetrable and we cannot guarantee that unauthorized parties will never be able to defeat our security measures or misuse any Data in our possession. You provide User Data and Personal Data to Stripe with the understanding that any security measures we provide may not be appropriate or adequate for your business, and you agree to implement Security Controls (as defined below) and any additional controls that meet your specific requirements. In our sole discretion, we may take any action, including suspension of your Stripe Account, to maintain the integrity and security of the Services or Data, or to prevent harm to you, us, Customers, or others. You waive any right to make a claim against us for losses you incur that may result from such actions we may take to prevent such harm.

**b. Your Security:** You are solely responsible for the security of any Data on your website, your servers, in your possession, or that you are otherwise authorized to access or handle. You will comply with applicable Laws and Payment Method Rules when handling or maintaining User Data and Personal Data, and will provide evidence of your compliance to us upon our request. If you do not provide evidence of such compliance to our satisfaction, we may suspend your Stripe Account or terminate this Agreement. If any security breach, leak, loss, or compromise of Data occurs on your systems, website, or application, and it affects your compliance with this Agreement or your obligations under applicable Law, you must report the incident in accordance with applicable Law, including your reporting obligations to the Indian Computer Emergency Response Team (CERT-In).

**c. Security Controls:** You are responsible for assessing the security requirements of your business, and selecting and implementing security procedures and controls ("Security Controls") appropriate to mitigate your exposure to security incidents. You are responsible for adopting the baseline technology-related recommendations issued by the RBI as part of the Guidelines on Regulation of Payment Aggregators and Payment Gateways dated March 17, 2020 (as modified or clarified from time to time). We may provide Security Controls as part of the Services, or suggest that you implement specific Security Controls. However, your responsibility for securing your business is not diminished by any Security Controls that we provide or suggest, and if you believe that the Security Controls we provide are insufficient, then you must separately implement additional controls that meet your requirements. You may review some of the details



of our Security Controls [on our website](#). We may require you to obtain periodic security assessment reports and you will do so promptly upon our request.

**d. Fraud Risk:** While we may provide or suggest Security Controls, we cannot guarantee that you or Customers will never become victims of fraud. Any Security Controls we provide or suggest may include processes or applications developed by Stripe, its affiliates, or other companies. You agree to review all the Security Controls we suggest and choose those that are appropriate for your business to protect against unauthorized Transactions and, if appropriate for your business, independently implement other security procedures and controls not provided by us. If you disable or fail to properly use Security Controls, you will increase the likelihood of unauthorized Transactions, Disputes, fraud, losses, and other similar occurrences. Keep in mind that you are solely responsible for losses you incur from the use of lost or stolen payment credentials or accounts by fraudsters who engage in fraudulent Transactions with you, including any related Disputes. We may assist you with recovering lost funds, but you are solely responsible for losses due to lost or stolen credentials or accounts, compromise of your username or password, changes to your Payout Account, and any other unauthorized use or modification of your Stripe Account. Stripe is not liable or responsible to you and you waive any right to bring a claim against us for any losses that result from the use of lost or stolen credentials or unauthorized use or modification of your Stripe Account, unless such losses result from Stripe's willful or intentional actions. Further, you will fully reimburse us for any losses we incur that result from the use of lost or stolen credentials or accounts.

We may also provide you with Data regarding the possibility or likelihood that a Transaction may be fraudulent. We may incorporate any subsequent action or inaction by you into our fraud model, for the purpose of identifying future potential fraud. You understand that we provide this Data to you for your consideration, but that you are ultimately responsible for any actions you choose to take or not take in relation to such Data.

## 4. Your Use of Data with Stripe Connect

When using Stripe Connect, you will have the ability to connect your Stripe Account with a Platform. Connected Platforms may take certain actions on your behalf and access Data available through your Stripe Account, including some User Data. By using Stripe Connect, you authorize Stripe to share Data with any Platform that you connect with your Stripe Account through the Dashboard or the API. You also understand that at any point you may disallow any such sharing by [removing the Platform](#) from your Stripe Account. You waive your right to bring any claims against Stripe for losses you incur that arise from any actions or use of Data by any Platform connected to your Stripe Account, and you will fully reimburse us for any losses we incur that result from your actions or use of such Data by any Platform.



## 5. Provision of Payment Account Details upon Termination

For 30 days after termination of your Stripe Account, you may request in writing that we provide to an alternative payment services provider the Payment Account Details regarding Transactions between you and your Customers that you are entitled to receive. We may require you to provide evidence that the alternative payment services provider has appropriate systems and controls as a precondition to the provision of any Payment Account Details. In addition, for Payment Account Details regarding payment card transactions, the payment services provider must be a PCI-DSS Level 1-certified. Our obligation to comply with a request under this section is limited to the extent commercially reasonable and permitted by applicable Law, and we may delay or refuse any request if we believe the payment services provider 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 if Laws or Payment Method Rules prohibit us from providing the Payment Account Details.

# Section E: Additional Legal Terms

## 1. Right to Amend

We have the right to change or add to the terms of this Agreement at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the Services by posting such changes on our [website](#) or any other website we maintain or own. We will provide you with Notice of any changes through the Dashboard, via email, or other reasonable means. If you are an existing Stripe user, the changes will come into effect 10 days after we post the changes to our website, and your use of the Services, API, or Data after we publish any such changes on our website, constitutes your acceptance of the terms of the modified Agreement. You can access a copy of the current terms of this Agreement on our website at any time. You can find out when this Agreement was last changed by checking the "Last updated" date at the top of the Agreement. If you do not accept a change to this Agreement, you must terminate the Agreement by closing your Stripe Account before the change takes effect.



## 2. Assignment

You may not assign this Agreement, any rights or licenses granted in this Agreement, or operation of your Stripe Account to others without our prior written consent. If you wish to make such an assignment, please [contact us](#). If we consent to the assignment, the assignee must agree to assume all of your rights and obligations owed by you related to the assignment, and must agree to comply with the terms of this Agreement. Stripe may assign this Agreement without your consent or any other restriction. If we make an assignment, we will provide reasonable Notice to you.

## 3. Right to Audit

If we believe that a security breach, leak, loss, or compromise of Data has occurred on your systems, website, or app affecting your compliance with this Agreement, or if applicable Law requires, we may require you to permit a third-party auditor approved by us to conduct a security audit of your systems and facilities, and you must fully cooperate with any requests for information or assistance that the auditor makes to you as part of the security audit. The auditor will issue a report to us which we may share with our Payment Method Providers, Payment Methods Acquirers and governmental authorities.

## 4. No Agency; Third-Party Services

Except as expressly stated in this Agreement, nothing in this Agreement serves to establish a partnership, joint venture, or other agency relationship between you and us, or with any Payment Method Provider. Each party to this Agreement, and each Payment Method Provider, is an independent contractor. Unless a Payment Method Provider expressly agrees, neither you nor we have the ability to bind a Payment Method Provider to any contract or obligation, and neither party will represent that you or we have such an ability.

We may reference or provide access to third-party services, products, and promotions that utilize, integrate, or provide ancillary services to the Services ("Third-Party Services"). These Third-Party Services are provided for your convenience only and do not constitute our approval, endorsement, or recommendation of any such Third-Party Services for you. You access and use any Third-Party Service based on your own evaluation and at your own risk. You understand that your use of any Third-Party Service is not governed by this Agreement. If you decide to use a



Third-Party Service, you will be responsible for reviewing, understanding and accepting the terms and conditions associated with its use. We expressly disclaim all responsibility and liability for your use of any Third-Party Service. Please also remember that when you use a Third-Party Service, our Privacy Policy is no longer in effect. Your use of a Third-Party Service, including those that have a link on our website, is subject to that Third-Party Service's own terms of use and privacy policies.

## 5. Force Majeure

Neither party will be liable for any delays in processing or other nonperformance caused by telecommunications, utility, failures, or equipment failures; labor strife, riots, war, or terrorist attacks; nonperformance of our vendors or suppliers, fires or acts of nature; or any other event over which the respective party has no reasonable control. However, nothing in this section will affect or excuse your liabilities or your obligation to pay Fees, Taxes, Fines, Disputes, Refunds, Reversals, or Returns under this Agreement.

## 6. Your Liability For Third-Party Claims Against Us

Without limiting, and in addition to, any other obligation that you may owe under this Agreement, you are at all times responsible for the acts and omissions of your employees, contractors and agents, to the extent such persons are acting within the scope of their relationship with you.

You agree to defend Stripe, our affiliates, and their respective employees, agents, and service providers (each a "Stripe Entity") against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a "Claim") brought by a third party against a Stripe Entity, and you agree to fully reimburse the Stripe Entities for any Claims that results from: (i) your breach of any provision of this Agreement; (ii) any Fees, Fines, Disputes, Refunds, Reversals, Returns, or any other liability we incur that results from your use of the Payment Processing Services; (iii) negligent or willful misconduct of your employees, contractors, or agents; or (iv) contractual or other relationships between you and Customers.

**Important Note for Sole Proprietors and Individual Traders:** If you are using Services as a sole proprietor or individual trader, please keep in mind that the Law and the terms of this Agreement consider you and your business to be legally one and the same. You are personally responsible and liable for your use of the Services, payment of Fees, MDR Charges, Refunds, Reversals, Fines, losses based on Disputes or fraud, or for any other amounts you owe under this Agreement for your failure to use Security Controls, and for all other obligations to us and to your Customers.



You risk personal financial loss if you fail to pay any amounts owed. Please take the time to read our Documentation and take any measures appropriate to protect against such losses.

## 7. Representations and Warranties

By accepting the terms of this Agreement, you represent and warrant that: (a) you are eligible to register and use the Services and have the authority to execute and perform the obligations required by this Agreement; (b) any information you provide us about your business, products, or services is accurate and complete; (c) any Charges represent a Transaction for permitted products, services, or donations, and any related information accurately describes the Transaction; (d) you will fulfill all of your obligations to Customers and will resolve all Disputes with them; (e) you will comply with all Laws applicable to your business and use of the Services; (f) your employees, contractors and agents will at all times act consistently with the terms of this Agreement; (g) you will not use Payment Processing Services for personal, family or household purposes, for peer-to-peer money transmission, or (except in the normal course of business) intercompany Transactions; and (h) you will not use the Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner that interferes with the normal operation of the Services.

## 8. No Warranties

WE PROVIDE THE SERVICES AND STRIPE IP "AS IS" AND "AS AVAILABLE", WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY OTHER TYPE OF WARRANTY OR GUARANTEE. NO DATA, DOCUMENTATION OR ANY OTHER INFORMATION PROVIDED BY STRIPE OR OBTAINED BY YOU FROM OR THROUGH THE SERVICES -- WHETHER FROM STRIPE OR ANOTHER STRIPE ENTITY, AND WHETHER ORAL OR WRITTEN -- CREATES OR IMPLIES ANY WARRANTY FROM A STRIPE ENTITY TO YOU.

YOU AFFIRM THAT NO STRIPE ENTITY CONTROLS THE PRODUCTS OR SERVICES THAT YOU OFFER OR SELL OR THAT YOUR CUSTOMERS PURCHASE USING THE PAYMENT PROCESSING SERVICES. YOU UNDERSTAND THAT WE CANNOT GUARANTEE AND WE DISCLAIM ANY KNOWLEDGE THAT YOUR CUSTOMERS POSSESS THE AUTHORITY TO MAKE, OR WILL COMPLETE, ANY TRANSACTION.

THE STRIPE ENTITIES DISCLAIM ANY KNOWLEDGE OF, AND DO NOT GUARANTEE: (a) THE ACCURACY, RELIABILITY, OR CORRECTNESS OF ANY DATA PROVIDED THROUGH THE



SERVICES; (b) THAT THE SERVICES WILL MEET YOUR SPECIFIC BUSINESS NEEDS OR REQUIREMENTS; (c) THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, OR WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (d) THAT STRIPE WILL CORRECT ANY DEFECTS OR ERRORS IN THE SERVICE, API, DOCUMENTATION, OR DATA; OR (e) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL CODE. USE OF DATA YOU ACCESS OR DOWNLOAD THROUGH THE SERVICES IS DONE AT YOUR OWN RISK -- YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, LOSS OF DATA, OR ANY OTHER LOSS THAT RESULTS FROM SUCH ACCESS OR DOWNLOAD. YOU UNDERSTAND THAT THE STRIPE ENTITIES MAKE NO GUARANTEES TO YOU REGARDING TRANSACTION PROCESSING TIMES OR PAYOUT SCHEDULES.

NOTHING IN THIS AGREEMENT OPERATES TO EXCLUDE, RESTRICT OR MODIFY THE APPLICATION OF ANY IMPLIED CONDITION, WARRANTY OR GUARANTEE, OR THE EXERCISE OF ANY RIGHT OR REMEDY, OR THE IMPOSITION OF ANY LIABILITY UNDER LAW WHERE TO DO SO WOULD: (A) CONTRAVENE THAT LAW; OR (B) CAUSE ANY TERM OF THIS AGREEMENT TO BE VOID.

## 9. Limitation of Liability

Under no circumstances will any Stripe Entity be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Services or for the unavailability of the Services, for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to this Agreement or your use of the Services, even if such damages are foreseeable, and whether or not you or the Stripe Entities have been advised of the possibility of such damages. The Stripe Entities are not liable, and deny responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorized access or use of the Services, your Stripe Account, or Data, or your failure to use or implement anti-fraud measures, Security Controls, or any other data security measure. The Stripe Entities further deny responsibility for all liability and damages to you or others caused by (a) your access or use of the Services inconsistent with the Documentation; (b) any unauthorized access of servers, infrastructure, or Data used in connection with the Services; (c) interruptions to or cessation of the Services; (d) any bugs, viruses, or other harmful code that may be transmitted to or through the Services; (e) any errors, inaccuracies, omissions, or losses in or to any Data provided to us; (f) third-party content provided by you; or (g) the defamatory, offensive, or illegal conduct of others.

You agree to limit any additional liability not disclaimed or denied by the Stripe Entities under this Agreement to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of Fees paid by you to



Stripe during the three-month period immediately preceding the event that gave rise to your claim for damages.

These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

Stripe will provide some or all of the Service from systems located within the United States or other countries outside of India. As such, it is your obligation to disclose to your customers that Payment Data may be transferred, processed and stored outside of India and, as set forth in our Privacy Policy, may be subject to disclosure as required by applicable Laws.

## 10. Responding to Legal Process

Stripe may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order ("Legal Process") that we believe to be valid. We or any Payment Method Provider (including, where applicable, the Payment Method Acquirer for the Payment Method) may deliver or hold any funds or, subject to the terms of our Privacy Policy, any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where permitted by Law, we will make reasonable efforts to provide you Notice of such Legal Process by sending a copy to the email address we have on file for you. Stripe is not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process.

## 11. Dispute Resolution; Agreement to Arbitrate

**a. Binding Arbitration:** Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by binding non-appearance-based arbitration in accordance with the rules governing arbitrations through the Singapore International Arbitration Centre (unless any other established alternative dispute resolution provider has been mutually agreed upon by the parties in writing prior to the initiation of any dispute resolution proceedings by either party), and the legal seat of the arbitration shall be Bangalore, India and the provisions of the (Indian) Arbitration and Conciliation Act, 1996 (as amended) shall apply. The parties agree the arbitration award shall be conclusive and binding. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.



This Agreement and the rights of the parties hereunder shall be governed and construed in accordance with the laws of Bangalore, India, exclusive of conflict or choice of law rules. Nothing in this section will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

**b. Service of Process:** Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

**c. Class Waiver:** To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. 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.

**d. Provision of an Award:** Subject to the limitations of liability identified in this Agreement, the appointed arbitrator may award monetary damages and any other remedies allowed by Law. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by any court having jurisdiction over either party or its assets. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

**e. Fees:** 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 related 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.

**f. Confidentiality:** The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. 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 hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

**g. Conflict of Rules:** In the case of a conflict between the provisions of this Section E.11.g and the rules governing arbitration identified in Section E.11.a, the provisions of this Section E.11.g will prevail. If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.

## 12. Entire Agreement

This Agreement and all policies and procedures that are incorporated by reference constitute the entire agreement between you and Stripe for provision and use of the Services. 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. This Agreement sets forth your exclusive remedies with respect to the Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under Law, then it will be reformed and interpreted to accomplish the objectives of such provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

## 13. Cumulative Rights, Construction, Waiver

The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Law, in equity or under the Payment Method Rules. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless expressly stated otherwise, the use of the term "including" or "such as" is not to be interpreted as limiting the generality of the text preceding the term. 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.

## 14. Survival



All provisions of this Agreement that give rise to a party's ongoing obligation will survive termination of this Agreement, including Sections A.3 ("Your Relationship with Your Customers"), A.6 ("Taxes and Other Expenses"), A.7 ("Service Requirements, Limitations and Restrictions"), A.8 ("Suspicion of Unauthorized or Illegal Use"), A.9 ("Disclosures and Notices; Electronic Signature Consent"), A.10.b ("Effects of Termination"), B.2 ("Ownership of Stripe IP"), C.6 ("Specific Payment Methods"), C.7 ("Settlement and Payout Schedule"), C.8 ("Clearing Funds and Reserves"), C.9 ("Security Interests, Collection, and Set-Off Rights"), C.10 ("Reconciliation and Error Notification"), C.11 ("Dormant Accounts"), D.3 ("Security and Fraud Controls"), D.4 ("Your Use of Data with Stripe Connect"), D.5 ("Provision of Payment Account Details upon Termination"), E.4 ("No Agency; Third-Party Services"), E.5 ("Force Majeure"), E.6 ("Your Liability for Third-Party Claims Against Us"), E.7 ("Representations and Warranties"), E.8 ("No Warranties"), E.9 ("Limitation of Liability"), E.10 ("Responding to Legal Process"), E.11 ("Dispute Resolution; Agreement to Arbitrate"), E.12 ("Entire Agreement"), E.13 ("Cumulative Rights, Construction, Waiver") and E.14 ("Survival"); and any related terms in the Agreement.

## 15. Language

The parties hereby acknowledge that they have required this Agreement and all related documents to be drawn up in the English language.

### Stripe Services Agreement

#### Stripe Connect

- Platform Agreement

- Account Agreement

#### Products and Programmes

- Stripe Atlas

- Stripe Adaptive Pricing

- Stripe Climate

- Climate Contribution Terms

- Stripe Corporate Card

- Stripe Customer Portal

- Stripe Data Pipeline

- Stripe Financial Connections

- Stripe Identity

- Stripe Issuing

- Stripe Tax



Stripe Partner Ecosystem

Stripe Radar

Stripe Rewards

Stripe Verifications

Stripe Shop

Stripe Terminal

Terminal Purchase Terms

Terminal Reseller Terms

Terminal Device EULA

Stripe Treasury - Connected Accounts

Stripe Treasury - Platforms

Stripe Vault and Forward

### **Financial Services Terms**

Acquirer Disclosure

Stripe Payments Company

PNC Bank

### **Payment Method Terms**

### **Prohibited & Restricted Businesses**

### **Privacy**

Privacy Policy

Cookies Policy

Data Privacy Framework

Service Providers List

Data Processing Agreement

Data Transfers Addendum

Stripe Privacy Center

### **Intellectual Property**

Intellectual Property Notice

Marks Usage

### **Stripe Apps**

App Developer Agreement

App Marketplace Agreement

### **Licences**

### **Consumer Terms**

### **Stripe India CSR Policy**





📍 India (English)

Products & pricing

- Pricing
- Atlas
- Billing
- Capital
- Checkout
- Climate
- Connect
- Data Pipeline
- Elements
- Financial
- Connections
- Identity
- Invoicing
- Issuing
- Link
- Payments
- Payment Links
- Payouts
- Radar
- Revenue
- Recognition
- Sigma
- Tax
- Terminal
- Treasury

Solutions

- Startups
- Enterprises
- SaaS
- Retail
- Platforms
- E-Commerce
- Marketplaces
- Crypto
- Creator economy
- Embedded finance
- Global businesses
- Finance automation
- Integrations & custom solutions
- Stripe App
- Marketplace
- Partner ecosystem
- Professional services
- Developers
- Documentation
- API reference
- API status
- API changelog
- Stripe Apps

Resources

- Guides
- Customer stories
- Blog
- Annual conference
- Privacy & terms
- Prohibited & restricted businesses
- Licences
- Sitemap
- Cookie settings
- Company
- Jobs
- Newsroom
- Stripe Press
- Support
- Contact sales
- Support centre
- Support plans
- Sign in >



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## **Exhibit B**



entity associated with account in Stripe's records (which may not be accurate; to be reconciled with the Trustee's records)	account no.	signature_ip	tos_acceptance	
			_date	country
Epic! Creation Inc.	acct_ [REDACTED] Yp7U	96.234.79.209	11/21/2023	US
Epic! Creation Inc.	acct_ [REDACTED] g3A	172.85.110.9	11/21/2023	US
Epic! Creation Inc.	acct_ [REDACTED] vm6n	173.54.199.174	4/18/2024	US
Epic! Creation Inc.	acct_ [REDACTED] ROtw	12.207.22.242	8/4/2014	US
Tangible Play Inc.	acct_ [REDACTED] YHc8	69.181.205.228	4/17/2014	US
Tangible Play Inc.	acct_ [REDACTED] wCE8	122.15.172.121	1/29/2020	US
Tangible Play Inc.	acct_ [REDACTED] uaaZ	92.170.152.180	7/8/2021	US
Whitehat	acct_ [REDACTED] bZz6	5.226.138.144	10/25/2020	US
Tangible Play Inc.	acct_ [REDACTED] BFH6	68.129.123.6	7/7/2023	US
Tangible Play Inc.	acct_ [REDACTED] 8U1l	n/a - unsubmitted	n/a - unsubmitted	US
Tangible Play Inc.	acct_ [REDACTED] XLLt	n/a - unsubmitted	n/a - unsubmitted	US
Tangible Play Inc.	acct_ [REDACTED] mruM	50.237.117.82	11/3/2022	US
Tangible Play Inc.	acct_ [REDACTED] YT1F	69.181.205.228	3/17/2014	US
Tangible Play Inc.	acct_ [REDACTED] Yh4D	50.152.245.67	6/4/2015	US
Voizzit Information Technology LLC	acct_ [REDACTED] Xgkx	94.56.252.34	9/26/2024	AE
Whitehat Education Technology Privated Limited	acct_ [REDACTED] clcs	122.15.172.123	10/17/2019	IN
Voizzit	acct_ [REDACTED] p68d	217.165.157.159	2/14/2024	AE
Voizzit	acct_ [REDACTED] 07jt	217.165.156.119	7/20/2024	AE



entity associated with account in Stripe's records (which may not be accurate; to be reconciled with the Trustee's records)	account no.	available (negative numbers represent amounts owed to Stripe; positive numbers represent amounts owed to acountholder)		reserves/funds held against amounts owed		pending (transfers in process)	currency	balance
Epic! Creation Inc.	acct_ [REDACTED] Yp7U	\$	-	\$	-	\$	usd	\$ -
Epic! Creation Inc.	acct_ [REDACTED] eg3A	\$	(4.20)	\$	-	\$	usd	\$ (4.20)
Epic! Creation Inc.	acct_ [REDACTED] vm6n	\$	959.88	\$	-	\$	usd	\$ 959.88
Epic! Creation Inc.	acct_ [REDACTED] ROtw	\$	(6,730.52)	\$	559,196.49	\$ 35,122.84	usd	\$ 587,588.81
Tangible Play Inc.	acct_ [REDACTED] YHc8	\$	(8,804.11)	\$	99,497.20	\$	usd	\$ 90,693.09
Tangible Play Inc.	acct_ [REDACTED] wCE8	\$	(486,512.65)	\$	319,970.99	\$	usd	\$ (166,541.66)
Tangible Play Inc.	acct_ [REDACTED] uaaZ	\$	-	\$	-	\$	usd	\$ -
Whitehat	acct_ [REDACTED] bZz6	\$	-	\$	3,254.44	\$	usd	\$ 3,254.44
Tangible Play Inc.	acct_ [REDACTED] BFH6	\$	27.40	\$	-	\$	usd	\$ 27.40
Tangible Play Inc.	acct_ [REDACTED] 8U1l	\$	-	\$	-	\$	usd	\$ -
Tangible Play Inc.	acct_ [REDACTED] XLLt	\$	-	\$	-	\$	usd	\$ -
Tangible Play Inc.	acct_ [REDACTED] mruM	\$	-	\$	-	\$	usd	\$ -
Tangible Play Inc.	acct_ [REDACTED] YT1F	\$	-	\$	-	\$	usd	\$ -
Tangible Play Inc.	acct_ [REDACTED] Yh4D	\$	-	\$	-	\$	usd	\$ -
Voizzit Information Technology LLC	acct_ [REDACTED] Xgkx	AED	-	AED	-	AED	aed	AED -
Whitehat Education Technology Privated Limited	acct_ [REDACTED] clcs	\$	(20,421.16)	\$	-	\$	usd	\$ (20,421.16)
Whitehat Education Technology Privated Limited	acct_ [REDACTED] clcs	INR	(1,763,409.38)	INR	-	INR	inr	INR (1,763,409.38)
Voizzit	acct_ [REDACTED] p68d	\$	-	\$	-	\$	usd	\$ -
Voizzit	acct_ [REDACTED] 07jt	\$	-	\$	-	\$	usd	\$ -

\*List of accounts does not include acct\_ [REDACTED] bnib, acct\_ [REDACTED] 1APB, acct\_ [REDACTED] CtzW, and acct\_ [REDACTED] qmqF, as to which no account application was ever completed or that have a zero balance and less than \$20 in lifetime activity.