



Stripe Services Agreement—General Terms

The Stripe Services Agreement governs the use of Stripe by our business users. It is divided into General Terms, which apply to every user, and product-specific **Services Terms**, which only apply based on the specific services you use.

Read more about the Stripe Services Agreement and its structure in our [Overview & FAQs](#).

For informational purposes only, we have translated the Stripe Services Agreement into selected languages [here](#).

Read more about the changes made November 18, 2025 [here](#).

The Stripe Services Agreement (the “**Agreement**”) is an agreement between you or the entity you represent (“**User**”) and the applicable Stripe entity specified in Section 12 (Definitions) (“**Stripe**”) and governs User’s access to and use of the Services and Stripe Technology. The Agreement consists of the General Terms (which apply to all Services and Stripe Technology), all Service Terms that apply to User’s use of specific Services and Stripe Technology, and any other terms incorporated into the Agreement. The Regional Terms located in Section 13 (Regional Terms) of the General Terms apply based on User’s Stripe Account Country.

This Agreement is effective when User first accesses or uses the Services or Stripe Technology (the “**Effective Date**”) and continues until User or Stripe terminates it (the “**Term**”).

If you are accepting the Agreement on behalf of User, you represent that you have full authority to legally bind User to this Agreement. If User is a sole proprietor, both User and Representative agree to be bound by the terms of the Agreement.

Disputes between User and Stripe are subject to a class action waiver and will be resolved by individual binding arbitration, except as stated otherwise in this Agreement. Please read the arbitration provision in Section 11.4 (Dispute Resolution; Agreement to Arbitrate) as it affects User's rights under this Agreement.

Capitalized terms used in this Agreement that are not defined inline are defined in Section 12 (Definitions).

General Terms

Last modified: November 18, 2025

1. Services.

1.1 Services.

Stripe (and its Affiliates, as applicable) will make the Services available to User, and if applicable, give User access to a Stripe Dashboard. Stripe may enable certain Services or features on User's behalf which User may disable by contacting Stripe, or, where available, opting out within the Stripe Dashboard or API. User must use the Services solely for User's Business Purposes and in compliance with the Documentation.

1.2 Restrictions.

(a) *General Restrictions.* User must not, and must not enable or allow any third party to:

- (i) use the Services for personal, family, or household purposes;
- (ii) circumvent any technical limitations of the Services or enable functionality that is disabled or prohibited, or access or attempt to access non-public Stripe systems or data;
- (iii) use the Services to engage in any activity that is fraudulent, deceptive, exploitative, or harmful;
- (iv) perform or attempt to perform any action that interferes with the operation of the Services or affects other Stripe users' use of Stripe services;
- (v) rent, lease, or otherwise transfer User's rights granted under Section 1.1 (Services) to a third party;

- (vi) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any part of the Services, Documentation, or the Stripe Website except as Law permits;
- (vii) 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;
- (viii) act as service bureau or pass-through agent for the Services with no added value to Customers; or
- (ix) use the Services to conduct a Prohibited or Restricted Business, transact with any Prohibited or Restricted Business, or enable any individual or entity (including User) to operate or benefit from any Prohibited or Restricted Business, unless Stripe has pre-approved the respective Prohibited or Restricted Business in writing.

(b) *Age Restrictions.* Only people 13 years of age or older may open a Stripe Account and use the Services and Stripe Technology. If User or User's Representative is not 18 years of age or older (or the age of majority where User resides):

- (i) User must add a Representative who is an adult (which may be a parent or legal guardian) to User's Stripe Account;
- (ii) both User and Representative agree to be bound by the terms of the Agreement; and
- (iii) Representative agrees to be responsible and liable for User's actions in its Stripe Account and User's compliance with this Agreement.

1.3 Support.

Stripe will provide User with basic business and technical support for issues relating to User's Stripe Account and use of the Services through support channels and Documentation that Stripe makes available on the Stripe Website. Stripe also offers optional paid support plans that may include priority support and response times that exceed the basic business and technical support. Stripe is not obligated to provide support to Customers.

1.4 Preview Services.

Stripe may make a Preview Service available to User. Stripe will indicate to User, via the Stripe Dashboard, Stripe Website, or otherwise, whether a Service, or part of it, is a Preview Service. By their nature, Preview Services may be feature-incomplete, unstable, or contain bugs, and use of the Preview Services is at User's own risk and discretion. User should not use Preview Services in a production environment unless User understands and accepts the limitations of the Preview Service. Unless Stripe otherwise agrees in writing, User's use of Preview Services

is confidential, and User must provide timely Feedback on the Preview Services in response to Stripe requests. Stripe may add or remove features of the Preview Services, or suspend or terminate User's access to Preview Services at any time. Stripe may communicate Fees for a Preview Service in writing outside of the Stripe Pricing Page. Notwithstanding anything else in this Agreement, to the maximum extent permitted by Law, Stripe provides no warranty, indemnity, or support for Preview Services and Stripe's aggregate liability for Preview Services is limited to USD\$1,000.

1.5 Modifications; Updates.

(a) *Modifications.* Stripe may modify or discontinue any aspect of the Services or Stripe Technology, including imposing conditions on use of the Services or Stripe Technology or ceasing to offer a Service or Stripe Technology in a specific country or region. Stripe will provide User reasonable notice if the modification or discontinuation would materially reduce the functionality of a Service or Stripe Technology that User is then using, except where Stripe determines such notice would (i) create a security risk for Stripe; or (ii) cause Stripe (or its Affiliates, as applicable) to violate Law or breach an obligation to a Governmental Authority or Financial Provider.

(b) *Updates.* Stripe is not obligated to provide any Updates, but may do so at its discretion. If Stripe makes an Update available, User must implement it by the deadline stated in Stripe's notice. If no deadline is stated, then User must implement the Update within 30 days of the notice date.

1.6 Third-Party Services.

Stripe may reference, allow User to access, or promote Third-Party Services. User's use of any Third-Party Service is subject to that Third-Party Service's terms of use and privacy policies, and is at User's sole risk. Stripe does not approve, endorse, or recommend any Third-Party Services to User and disclaims all responsibility and liability for use of any Third-Party Service.

2. License to Stripe Technology.

2.1 License.

Subject to this Agreement, Stripe (or its Affiliates, as applicable) grants User a limited, worldwide, royalty-free, non-exclusive, non-transferable (except as allowed under Section 11.10 (Assignment)), non-sublicensable, revocable license during the Term to use the Stripe Technology solely (i) as necessary to use the Services, (ii) for User's Business Purposes; and (iii) in compliance with Law, this Agreement and the Documentation. The Stripe Technology is licensed, not sold, to User by Stripe (or its Affiliates, as applicable). The terms of this

Agreement will govern all updates, upgrades, new versions, and replacements unless an update is accompanied by a separate license, in which case the terms of that license will govern.

2.2 Exclusions.

The license granted in this Section does not allow User to, and User agrees not to, use or run the Stripe Technology in any way other than in accordance with this Agreement and the Documentation. User may distribute elements of the Stripe Technology identified by Stripe as “distributable”, if any, as long as User does so solely in binary or object code form and subject to the terms of an end user license agreement at least as protective of Stripe and its licensors as the terms of this Section. User must not use Stripe Technology in a manner that creates an obligation to (i) disclose, distribute or make Stripe Technology available in source code form; (ii) license Stripe Technology for the purpose of making modifications or derivative works; or (iii) redistribute Stripe Technology at no charge. User must not remove, obscure, modify or otherwise tamper with notices (including trademark, copyright and other proprietary notices) or legends contained in any Stripe Technology.

2.3 Third-Party Software.

User acknowledges that open source software included in the Stripe Technology may grant User additional rights. If there is a conflict between an open source license and this Agreement regarding open source code, the applicable open source license terms supersede the conflicting terms of this Agreement. Portions of the Stripe Technology may utilize third-party software and other copyrighted material.

2.4 Modifications and Reverse Engineering.

Except to the extent that the following restriction is not permitted under Law, User must not (and User must not enable others to) decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, tamper, translate, modify, or create derivative works of all or any part of the Stripe Technology or any services provided by Stripe. User agrees not to remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Stripe Technology.

2.5 Transfer.

User must not rent, lease, lend, sell, share, redistribute, or sublicense the Stripe Technology, or enable others to do so, in each case unless expressly permitted under this Agreement or otherwise authorized by Stripe in writing.

3. Stripe Account Security.

Stripe is entitled to rely on any instruction or action taken within User's Stripe Account. User must ensure that its Stripe Account is not used or modified by anyone other than User and its authorized representatives, and will use commercially reasonable efforts to prevent the unauthorized access, disclosure, or use of its Stripe Account Credentials. If User believes that its Stripe Account Credentials have been wrongly accessed, disclosed, or used, User must promptly notify Stripe and cooperate fully, including by providing any information Stripe reasonably requests. Any action or inaction by Stripe will not diminish User's responsibility for the security of its Stripe Account Credentials or for any unauthorized access, disclosure, or use of them. User is solely responsible for any losses, damages or costs that User or others may suffer arising out of or relating to hacking, tampering, or unauthorized access of the Services, User's Stripe Account, or Protected Data, or User's failure to use or implement anti-fraud or data security measures, except to the extent that those losses, damages, or costs are caused by Stripe's gross negligence, fraud, or willful misconduct.

4. Privacy and Data Use.

4.1 Data Processing Agreement.

Each party will comply with the **DPA**, including the **Data Transfers Addendum**, which is incorporated into this Agreement by this reference. The DPA sets out the parties' respective obligations and responsibilities regarding Personal Data processing in connection with the Services.

4.2 Stripe Data.

User will use Stripe Data only as expressly permitted by this Agreement or other written agreements between Stripe and User (or their Affiliates).

4.3 Data Breach Notification.

User must notify Stripe immediately if User becomes aware of any unauthorized acquisition, modification, disclosure, access to, or loss of Personal Data on User's systems that was provided to or used by Stripe in connection with the Services.

4.4 Retention of Data.

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

4.5 Third Party Data User Provides.

If User enables Services or functionality that provide Stripe access to data, including Personal Data and Content, from User's third party service providers ("Third Party Data"), then User authorizes Stripe to access and use the Third Party Data, and User 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 Provider requirements, and (c) prevent and mitigate fraud, financial loss, and other harm. User must not provide Protected Health Information to Stripe as part of Third Party Data. User is liable for any disclosure of Protected Health Information to Stripe when User provides access to the Third Party Data.

4.6 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. Stripe will comply with its obligations in the Data Security Exhibit to the DPA.

5. Intellectual Property.

5.1 Ownership; Intellectual Property Rights.

(a) *IP Rights.* As between the parties, Stripe, its Affiliates, and its third party licensors own all IP Rights in the Services, the Stripe Technology, Stripe Data, the Stripe Marks, the Documentation, and the Stripe Website. All rights not expressly granted in this Agreement are reserved.

(b) *Reservation of Rights.* Nothing in this Agreement assigns or transfers ownership of any IP Rights to the other party, or contemplates a joint development of intellectual property.

(c) *Rights and Permissions.* User will ensure that User's use of the Services and Stripe Technology will not violate or infringe upon any third-party rights, including IP Rights. If User provides Content to Stripe, User agrees that it has obtained, as applicable, all necessary rights and permissions to share the Content and enable Stripe's use of the Content. User grants to Stripe, on behalf of itself and its Affiliates, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use the Content to develop, improve, and provide Services and Stripe Technology and for Stripe's internal business purposes.

5.2 Feedback.

During the Term, User may provide Feedback to Stripe and its Affiliates, which Stripe may use without restriction or obligation. Except as indicated in Section 1.4, Feedback is voluntary and User grants to Stripe, on behalf of itself and its Affiliates, a perpetual, worldwide, non-exclusive, irrevocable, royalty-free license to use that Feedback for any purpose.

5.3 Marks Usage.

(a) *License Grant.* Subject to this Agreement, each party (or its applicable Affiliates) grants to the other party a worldwide, non-exclusive, non-transferable (except as allowed under Section 11.10 (Assignment)), non-sublicensable (except to its Affiliates and Financial Providers (as applicable)), royalty-free license during the Term to use the granting party's Marks solely to provide the Services to User and to identify Stripe as User's service provider. All goodwill generated from the use of the grantor party's Marks will inure to the sole benefit of the Mark owner.

(b) *Stripe's Permitted Uses of User's Marks.* Stripe and its Affiliates may refer to User as a user of Services in their financial disclosure documents. Stripe and its Affiliates may use User's Marks:

- (i) on Stripe webpages and apps that identify Stripe's customers or users;
- (ii) in Stripe sales and marketing materials and communications; and
- (iii) in connection with any promotional activities to which the parties agree in writing.

When using User's Marks, Stripe must comply with the usage terms or guidelines that User provides to Stripe in writing (if any).

(c) *User's Permitted Uses of Stripe Marks.* When using Stripe's Marks, User must comply with the terms located at <https://stripe.com/legal/marks/> and all additional usage terms and guidelines that Stripe provides to User in writing (if any).

6. Confidentiality.

The recipient will use reasonable care to prevent the disclosure of the discloser's Confidential Information. The recipient may disclose Confidential Information only to its and its Affiliates' directors, employees, contractors, agents, professional advisors, and third-party auditors (and where Stripe is the recipient, to Financial Providers and their respective Affiliates, and Stripe's third-party service providers, as reasonably necessary to perform the Services), who have a legitimate need to know it and are subject to confidentiality obligations at least as protective as this Agreement. The recipient may disclose Confidential Information if required by Law, subpoena, or court order, or if directed by a Governmental Authority, as long as (if

permitted by Law) it notifies the discloser in advance (to the extent legally permitted) and provides reasonable assistance, at the discloser's cost, if the discloser wishes to contest the disclosure. These confidentiality obligations do not apply to information that the recipient can prove through written documentation: (a) is or becomes publicly available through no fault of the recipient; (b) it knew or possessed without restriction prior to receiving it from the discloser; (c) it received from was a third party without breach of confidentiality obligations; or (d) it independently developed without using the discloser's Confidential Information.

7. Fees; Taxes; User Bank Account.

7.1 Stripe Fees.

(a) *Fees.* The Fees are as listed on the Stripe Pricing Page, unless User and Stripe otherwise agree in writing, including via click-through agreement. Unless User and Stripe otherwise agree in writing or if Law requires, payment obligations are non-cancelable and Fees paid are non-refundable.

(b) *Subscriptions.* Subscription Services are governed by the terms of the applicable Subscription Plan. If User exceeds the entitlement scope in the Subscription Plan, then except as stated otherwise in the Subscription Plan or agreed in writing between the parties, Stripe will charge User for the increased scope of use according to the Fees stated on the Stripe Pricing Page.

(c) *Updates to Fees and Subscription Plans.* Subject to the requirements of Law, Stripe may revise the Fees and Subscription Plans at any time. Stripe will provide User with at least 30 days notice (or longer period if Law requires) of any increase in a Fee or any new Fees for any Service provided to User, or any materially adverse change in a Subscription Plan.

(d) *Fee Waivers.* Stripe may offer a Service without charge, or waive a Fee for that Service, and may start charging a Fee for that Service upon at least 30 days notice (or longer period if Law requires) to User. Taxes may still be collected on waived Fees.

(e) *Free Trials.* Stripe may make certain Services available to User on a trial basis free of charge until (i) the expiration or termination of the free trial, at which point the Fees stated on the Stripe Pricing Page will apply, or (ii) the start of any Subscription Plan that User has purchased, at which point that Subscription Plan will automatically commence. Free trials may be subject to additional Taxes, terms and conditions, as communicated to User by Stripe.

(f) *Fee Credits.* If User receives a Fee Credit, then the Stripe Fee Credit Terms apply to the Fee Credit.

7.2 Collection of Fees and Other Amounts.

- (a) User must pay, or ensure that Stripe is able to collect, Fees, Taxes, and other amounts User owes to Stripe under this Agreement, or under any other agreement with a Stripe Entity, when due.
- (b) Stripe may collect all amounts owed by User by deducting them from User's Stripe Account balance, charging User's primary Payment Method (e.g., a credit card), or invoicing User for those amounts.
- (c) If a Stripe Entity is unable to collect any amounts due by a User Entity to a Stripe Entity, or if a User Entity's Stripe Account balance is negative or does not contain funds sufficient to pay the amounts due by the User Entity to a Stripe Entity, then Stripe or its Affiliate may, to the extent Law permits, deduct, recoup or setoff these amounts from any of the following: (i) if established and applicable, a Reserve of any User Entity; (ii) funds payable by a Stripe Entity to a User Entity; (iii) the Stripe Account balance of a User Entity; (iv) each User Bank Account (if any); and (v) a backup User-selected Payment Method.
- (d) If the currency of the amount being deducted is different from the currency of the amount User owes, Stripe may deduct an amount equal to the amount owed (using Stripe's conversion rate), together with the fees Stripe incurs in making the conversion.
- (e) If Stripe believes it transferred funds to User in error, Stripe may deduct, recoup or setoff those funds in accordance with this Agreement.

7.3 Taxes.

- (a) *Exclusion of Taxes.* The Fees exclude all Taxes, except as the Stripe Pricing Page or other documents expressly state to the contrary.
- (b) *User's Tax Responsibilities.* User has sole responsibility and liability for:
 - (i) determining which, if any, Taxes or fees apply to the sale of its products and services, acceptance of donations, or payments it receives in connection with its use of the Services; and
 - (ii) assessing, collecting, reporting, and remitting Taxes for its business to the appropriate tax and revenue authorities.
- (c) *Payment of Taxes.*
 - (i) If Stripe is required by Law to collect or withhold any Taxes, Stripe may deduct those Taxes from the amount otherwise owed to User and pay those Taxes to the appropriate taxing authority. If User is exempt from paying, or is otherwise eligible to pay a reduced rate on,

those Taxes, User may provide to Stripe a copy of the original certificate that satisfies applicable legal requirements attesting to its tax-exempt status or reduced rate eligibility, in which case Stripe will not deduct the Taxes that certificate covers.

(ii) User must provide accurate information regarding its 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 User and taxing authorities for transactions processed using the Services; specifically, Stripe may be required under Law to file periodic informational returns with taxing authorities related to User's use of the Services. User agrees that Stripe may send tax-related information electronically to User.

7.4 User Bank Account.

If Stripe requires User to link a User Bank Account with Stripe in connection with User's use of the Services, then:

(a) User must: (i) designate at least one User Bank Account in connection with the Services, (ii) be the named account holder of each User Bank Account, (iii) maintain each User Bank Account in a country approved by Stripe for Bank Account maintenance, and (iv) maintain authorization to initiate settlements to and debits from each User Bank Account, consistent with Section 7.5 (Debit Authorization).

(b) User must not grant or assign to any third party any lien on or interest in funds that may be owed to User related to this Agreement until the funds are deposited into a User Bank Account.

7.5 Debit Authorization.

Without limiting Section 7.2 of these General Terms, User authorizes Stripe to debit and credit each User Bank Account without separate notice, and according to the applicable User Bank Account Debit Authorization, to collect amounts User or another User Entity owes under this Agreement. If Stripe is unable to collect those amounts by debiting a User Bank Account, then User immediately grants 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. User's authorization under this Section will remain in full force and effect until (i) all User Entity Stripe Accounts are closed; or (ii) all fees and other amounts User owes under this Agreement are paid, whichever occurs later. If applicable debit scheme authorization rules grant User the right to revoke User's debit authorization, then to the extent Law permits, User waives that right.

8. Limitation of Liability.

8.1 Nature of Claims and Failure of Essential Purpose.

The exclusions and limitations in this Section 8 (Limitation of Liability) apply regardless of the legal theory or form of action and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

8.2 Disclaimers.

Stripe provides the Services and Stripe Technology “as is”, and to the maximum extent permitted by Law, Stripe does not make any, and disclaims all, warranties (other than those stated as a “warranty” in this Agreement) and statutory guarantees, the implied warranties of fitness for a particular purpose, merchantability and non-infringement, and the implied warranties arising from any course of dealing, course of performance or usage in trade. Stripe does not warrant that User’s use of the Services and Stripe Technology will be uninterrupted or error-free or that User's use of the Services and Stripe Technology comply with Law. Stripe is not liable for delays, failures or problems inherent in use of the internet and electronic communications or other systems outside Stripe’s control.

8.3 Limitation on Indirect Liability.

Except for Excluded Claims, to the maximum extent permitted by Law, neither party will have any liability in relation to this Agreement for any indirect, consequential, special, reliance, incidental, or punitive damages, lost revenue, profits, savings or goodwill, business interruption, personal injury, property damage, or loss of data, whether in contract, negligence, strict liability, tort, or other legal or equitable theory, even if these losses, damages, or costs are foreseeable, and whether or not any party has been advised of their possibility.

8.4 Liability Cap.

Except for Excluded Claims, a party’s total aggregate liability for damages and Losses for all claims arising out of or relating to the Agreement (including Data Incident Losses) is limited to the total Fees User paid to Stripe (excluding all pass-through fees levied by Financial Providers) during the 12 month period before the first event giving rise to liability. User’s payment obligations, including Fees, Assessed Fines and Taxes are not limited by this Section 8.4.

9. Indemnification.

9.1 Indemnities.

(a) *General Indemnities.* Subject to Section 9.2 (Limitations on Indemnity), User will indemnify Stripe, its Affiliates, and their directors, employees, and agents for all Losses arising from User's use of the Services or Stripe Technology, gross negligence, willful misconduct, fraud, or material breach of the Agreement.

(b) *IP Indemnities.*

(i) *Indemnity.* Subject to Section 9.2 (Limitations on Indemnity), each party will indemnify the other party, its Affiliates, and their directors, employees, and agents for all Losses, to the extent they arise from an IP Claim, except that this indemnification obligation does not apply if the indemnified party uses the Materials in combination with other materials not provided by the indemnifying party (if the Materials the indemnifying party provided would not infringe absent the combination).

(ii) *Remedial Actions.* If an IP Claim arises, the indemnifying party may, at its sole discretion and expense (i) modify the Materials it provided to be non-infringing, replace them with non-infringing alternatives, or obtain a license for the indemnified party to continue using the Materials; or (ii) upon 30 days' notice, terminate the indemnified party's use of the infringing Materials.

(iii) *Exclusive Remedies.* This Section 9.1(b) states the indemnifying party's entire liability to the indemnified parties, and the indemnified parties' sole and exclusive rights and remedies, with respect to an IP Claim.

9.2 Limitations on Indemnity.

An indemnifying party's obligations under Section 9.1 do not apply to the extent that the Claim or Losses arise out of an indemnified party's negligence, fraud, willful misconduct, or breach of this Agreement.

9.3 Defense of Claims.

If the indemnified party seeks to enforce an indemnity under this Agreement, it must promptly notify the indemnifying party of the applicable Claim and allow the indemnifying party to take exclusive control of its defense and settlement. The indemnified party must cooperate with and provide reasonable assistance to the indemnifying party in conducting such defense and settlement, at the indemnifying party's expense. The indemnifying party will control the defense and settlement at its expense, but will not enter into any settlement that imposes any obligation on the indemnified party (other than payment of money, which the indemnifying party must pay) without the indemnified party's prior written consent. An indemnified party's delay or failure in notifying the indemnifying party of a Claim will not relieve the indemnifying party of its indemnity obligations, except to the extent the indemnifying party has been prejudiced by such delay or failure.

10. Suspension; Termination.

10.1 Suspension and Termination.

(a) *Termination by User.*

(i) *Termination for Convenience.* User may terminate this Agreement at any time by closing its Stripe Account via the Stripe Dashboard.

(ii) *Termination for Cause.* User may terminate this Agreement immediately upon notice to Stripe if Stripe materially breaches this Agreement and, if capable of cure, does not cure the breach within 10 days after receiving notice specifying the breach.

(b) *Suspension and Termination by Stripe.*

(i) *Suspension.* Stripe may immediately suspend User's access to the Stripe Technology and use of any or all of the Services if:

(1) Stripe reasonably believes that by providing the Services to User, Stripe or User will violate any Law or Governmental Authority requirement or directive or, if applicable, Financial Provider Terms;

(2) a User Insolvency Event occurs;

(3) User breaches this Agreement or any other agreement between the parties;

(4) Stripe reasonably believes User's activity degrades, or may degrade, the security, privacy, stability or reliability of the Stripe services, Stripe Technology or any third party's system (e.g., User's involvement in a distributed denial of service attack);

(5) Stripe reasonably believes User is engaged in a business or activity that may be unlawful, enables or facilitates (or may enable or facilitate) illegal or prohibited transactions, may be harmful to a third party, or otherwise presents an unacceptable risk to Stripe;

(6) Stripe reasonably believes User's activity increases, or may increase, the rate of fraud that Stripe observes;

(7) User does not promptly respond to Stripe's request for User Information; or

(8) User does not promptly update its implementation of the Services or Stripe Technology to the latest production version Stripe recommends or requires.

(ii) *Termination.*

(1) *Termination for Convenience.* Unless otherwise agreed in writing, Stripe may terminate this Agreement or close User's Stripe Account at any time. Stripe will notify User in accordance with Law.

(2) *Termination for Cause.* Stripe may immediately terminate this Agreement or revoke access to any part of the Services or Stripe Technology if (A) User materially breaches this Agreement and, if capable of cure, does not cure the breach within 10 days after receiving notice specifying the breach or (B) any event listed in Section 10.1(b)(i) of these General Terms occurs. Stripe will notify User in accordance with Law.

10.2 Effect of Termination.

Upon termination of this Agreement, User's rights to use the Services and the Stripe Technology immediately cease. User must immediately cease accessing the Services and delete all license keys, access keys and copies of Stripe Technology. In no event will termination relieve User of its obligation to pay any amounts payable to Stripe for the period prior to the effective date of termination. Unless stated to the contrary, termination of this Agreement will not affect any other agreement between the parties or their Affiliates.

10.3 Survival.

The following will survive termination of this Agreement:

(a) User's obligation to pay Fees;

(b) Sections 3 (Stripe Account Security), 5.1 (Ownership; Intellectual Property Rights), 5.2 (Feedback), 7 (Fees; Taxes; User Bank Account), to the extent applicable to Services provided or to Transactions submitted during the Term; 8 (Limitation of Liability), 9 (Indemnification), 10.2 (Effect of Termination), 11.2 (Notices and Communications), 11.3 (Governing Law); 11.4 (Dispute Resolution; Agreement to Arbitrate), 11.7 (Entire Agreement), 11.8 (Modification), 11.9 (Order of Precedence), 11.10 (Assignment), 11.11 (Severability), 11.12 (Waivers), 11.13 (Force Majeure), 11.14 (No Agency), 11.15 (Cumulative Rights; Injunctions), 11.17 (Interpretation), 12 (Definitions), to the extent used in a surviving clause, 13 (Regional Terms);

(c) Section 4 (Privacy and Data Use), for so long as Stripe or User holds Stripe Data or Personal Data, as applicable;

(d) the DPA, for so long as Stripe holds Personal Data or Protected Data, except for provisions regarding a Data Incident where User is the data custodian, which will survive for as long as User holds Stripe Data or Personal Data; and

(e) trade secrets, indefinitely, and all other confidentiality obligations, for 3 years after the date of termination.

11. General Provisions.

11.1 Compliance with Law.

Each party must comply with all Laws applicable to its business in its performance of obligations or exercise of rights under this Agreement. User is solely responsible for evaluating and configuring the Services to comply with User's legal obligations.

11.2 Notices and Communications.

Notices to Stripe. Unless this Agreement states otherwise, for notices to Stripe, contact Stripe. A notice User sends to Stripe is deemed to be received when Stripe receives it.

Communications to User. User consents to electronic communications as described in the [E-SIGN Disclosure](#), which is incorporated into this Agreement by this reference. Stripe also may send User Communications by physical mail or delivery service to the postal address listed in the applicable Stripe Account. A Communication Stripe sends to User is deemed received by User 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.

11.3 Governing Law.

This Agreement and any disputes between User and Stripe will be governed by, and construed in accordance with, the Governing Law as specified in the Regional Terms, without giving effect to its conflict of law principles.

11.4 Dispute Resolution; Agreement to Arbitrate.

(a) *Binding Arbitration.*

(i) *Claims Subject to Arbitration.* Except as stated otherwise in Section 11.4(a)(ii) or the Regional Terms, all disputes, claims, and controversies, whether based on past, present, or future events, including those arising out of or relating to statutory or common law and the breach, termination, enforcement, interpretation, or validity of any provision of this Agreement, will be determined by binding arbitration by a single arbitrator.

(ii) *Claims Not Subject to Arbitration.* All disputes, claims, and controversies principally related to a party's IP Rights will be resolved by litigation. The parties submit to the non-

exclusive jurisdiction of the courts specified in the Regional Terms for these disputes, claims, and controversies.

(iii) *Non-waiver of Arbitration.* Making claims with law enforcement or governmental enforcement agencies, exercising any self-help remedies (such as setoff rights), or seeking injunctive relief or provisional remedies in aid of arbitration from a court of appropriate jurisdiction, does not constitute a waiver of any right to compel arbitration.

(iv) *Procedural Matters.* Arbitration will be conducted in English. The Regional Terms specify the seat of the arbitration and the applicable arbitration rules and procedure.

(v) *Provision of an Award.* Subject to the limitations of liability in this Agreement, the arbitrator may award monetary damages and any other remedies allowed by the Governing Law. 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 to each party.

(vi) *Final and Binding.* Any award will be final and binding on the parties and will be deemed to have been made at the seat of arbitration, and each party will act promptly in accordance with the award.

(vii) *Enforcement.* Any award (including interim or final remedies) may be confirmed in or enforced by any court having jurisdiction over either party or its assets, including the courts identified in the jurisdiction and venue provision in the Regional Terms.

(b) *Notice of Disputes.* Before commencing arbitration, the party asserting a claim must send a written notice of dispute to the other party. All dispute notices to Stripe must be sent to notices@stripe.com. All dispute notices to User must be sent to the email address listed on the applicable Stripe Account. All notices must (i) provide User's name, email address, mailing address, and Stripe account ID (if any); (ii) describe the nature and factual and legal basis of the dispute; and (iii) detail the specific relief sought. If User appoints an attorney to submit its notice, User must provide written authorization allowing Stripe to discuss User's dispute and account details with User's attorney. Stripe may require User (or User's attorney) to verify User's identity and confirm User's authorization to disclose account information. User will cooperate with any reasonable verification request. After notice of arbitration is provided, the parties will meet for the purpose of resolving the dispute and, if the dispute is not resolved within 30 days of the notice, then a party may commence arbitration in accordance with the applicable rules.

(c) *Confidentiality of Arbitration.* The parties will keep confidential the existence of the arbitration, the details of the arbitration proceeding, the hearing, and the arbitrator's decision except: (i) as necessary to prepare for and conduct the arbitration hearing; (ii) in connection with a court application for a preliminary remedy, confirmation, vacatur, or modification of an

arbitrator's award; (iii) the Stripe Parties may disclose the arbitrator's decision in confidential settlement negotiations related to other disputes; (iv) as necessary to professional advisers that are subject to a strict duty of confidentiality; and (v) 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 submissions, 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.

(d) *Conflict of Rules.* In the case of a conflict between the provisions of this Section 11.4 and the applicable arbitration rules specified in the Regional Terms, the provisions of this Section 11.4 will prevail.

11.5 Legal Fees and Costs.

In any dispute, litigation, arbitration, or other legal proceeding arising out of or relating to this Agreement, the arbitrator or court will award to the prevailing party, if any, its reasonable attorneys' fees and costs incurred in connection with such proceeding. Notwithstanding the foregoing, if User is liable for any amounts owed under this Agreement, User is also liable for all costs incurred by the other party (including but not limited to Stripe, if applicable) during collection of those amounts. Such collection costs include reasonable attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, applicable interest, and any other related costs.

11.6 Trade Control.

User 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, User represents and warrants that User is 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. User must not use the Services or Stripe Technology for any purposes prohibited by Law, including the development, design, manufacture or production of missiles, nuclear, chemical, or biological weapons.

11.7 Entire Agreement.

The Agreement, together with any separate written agreement relating to Fees, constitutes the entire agreement and understanding of the parties with respect to the Services, and supersedes all prior and contemporaneous agreements and understandings.

11.8 Modification.

Stripe may modify this Agreement (or any portion of it) at any time by posting a revised version of the modified portion(s) on the Stripe Legal Page or by notifying User. The modified Agreement is effective upon posting or as stated in the notice, if Stripe notifies User. By continuing to use Services after the effective date of any modification to this Agreement, User agrees to be bound by the modified Agreement. User is responsible for checking the Stripe Legal Page regularly for modifications to this Agreement. Except as this Agreement otherwise allows, this Agreement may not be modified except in writing signed by the parties.

11.9 Order of Precedence.

If any term in these General Terms conflicts with a term in any Service Terms or 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 Service Terms; (b) these General Terms; and (c) all terms incorporated by reference into this Agreement.

11.10 Assignment.

User may not assign or transfer any of its rights or obligations under this Agreement without Stripe's prior consent (which consent will not be unreasonably withheld or delayed). However, User may assign this Agreement in its entirety to its successor resulting from a merger, acquisition, or sale of all or substantially all of User's assets or voting securities, provided that User provides Stripe with prompt written notice of the assignment and the assignee agrees in writing to assume all of User's obligations under this Agreement and complies with Stripe's procedural and documentation requirements to give effect to the assignment. To request Stripe's consent to assign this Agreement, please contact us. Any attempt by User to transfer or assign this Agreement, except as expressly authorized above, will be void. Stripe may assign and transfer its rights and obligations under this Agreement (in whole or in part) without User's consent. This Agreement will be binding on, inure to the benefit of, and be enforceable by the parties and their permitted assigns.

11.11 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.

11.12 Waivers.

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

subsequently enforce the provision.

11.13 Force Majeure.

Neither party will be liable for any failure or delay in performance to the extent caused by a Force Majeure Event. Nothing in this Section 11.13 will excuse User's payment obligations to Stripe.

11.14 No Agency.

Each party to this Agreement, and each Financial Provider (if applicable), is an independent contractor. Nothing in this Agreement serves to establish a partnership, joint venture, general agency, trust, or fiduciary relationship between Stripe and User, or with any Financial Provider. If this Agreement expressly establishes an agency relationship between User as principal and a Stripe Entity as agent, the agency conferred, including User's 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 User, or a Stripe Entity, and will in no event establish an agency relationship for tax purposes. User further acknowledges that Stripe will not be subject to any fiduciary duties or obligations to User or to any other person, or any other duties or obligations except as expressly stated in this Agreement.

11.15 Cumulative Rights; Injunctions.

The rights and remedies of the parties under this Agreement are cumulative. Each party may exercise any of its rights or remedies under this Agreement, along with all other rights and remedies available to it at Law or in equity. Any material breach by a party of Sections 2, 4, 5, and 6 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.

11.16 Subcontractor and Affiliates.

Stripe may use subcontractors or its Affiliates in the performance of its obligations under this Agreement. Stripe remains responsible for its overall performance under this Agreement and for having appropriate written agreements in place with its subcontractors and Affiliates to enable Stripe to meet its obligations under this Agreement.

11.17 Interpretation.

(a) No provision of this Agreement will be construed against a 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) All references in this Agreement to any terms, documents, Law, or Financial Provider 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.
- (d) The section headings of this Agreement are only for convenience and have no interpretive value.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

12. Definitions.

“**Stripe**” means the entity specified below for User's Stripe Account Country. Service Terms may address further additional or deviating Stripe entities for the respective Services.

Americas

Country / Region	Stripe Contracting Entity
United States	Stripe, LLC Stripe Payments Company*
Canada	Stripe Payments Canada, Ltd.**

Country / Region	Stripe Contracting Entity
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Mexico	Stripe Payments Mexico, S. de R.L. de C.V.**
Brazil	Stripe Brasil Soluções de Pagamento - Instituição de Pagamento Ltda**
Other countries in the Americas, to the extent Stripe offers Services in these countries	Stripe, LLC

*This Stripe entity is an additional party to the Agreement if stated in the applicable Stripe Financial Services Terms, or in other applicable Service Terms.

**Stripe, LLC is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use) of this Agreement.

Europe, Middle East and Africa

Country / Region	Stripe Contracting Entity
Countries in the European Economic Area:	Stripe Payments Europe, Limited
Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden	Stripe Technology Europe, Limited*
Gibraltar, Switzerland, United Kingdom	Stripe Payments Europe, Limited
United Arab Emirates	Stripe Payments Europe, Limited
Other countries in Europe, Middle East and Africa, to the extent Stripe offers Services in these countries	Stripe Payments Europe, Limited

*This Stripe entity is an additional party to the Agreement if stated in the applicable Stripe Financial Services Terms, or in other applicable Service Terms.

Asia Pacific

Country / Region	Stripe Contracting Entity
Australia	Stripe Payments Australia Pty Ltd.***
Hong Kong	Stripe Payments Europe, Limited
India	Stripe India Private Ltd.***
Indonesia	PT Stripe Payments Indonesia***
Japan	Stripe Japan, Inc.***
Malaysia	Stripe Payments Malaysia Sdn. Bhd.***
New Zealand	Stripe New Zealand Limited***
Singapore	Stripe Payments Singapore Pte. Ltd.***
Thailand	Stripe Payments (Thailand) Ltd***
Other countries in Asia Pacific, to the extent Stripe offers Services in these countries	Stripe Technology Company Limited***

***Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use) of this Agreement.

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

“**API**” means application programming interface.

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

“Business Purpose” means the operational activities, functions, or objectives of User, including, but not limited to, activities relevant to carrying out its organizational, commercial, non-profit, or governmental mission.

“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) the 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 that a third party makes or brings against any indemnified party.

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

“Confidential Information” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

“Content” means all text, images, and other data (excluding Personal Data) or information that Stripe does not provide to User and that User uploads, publishes, uses, or provides to Stripe in connection with the Services.

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

“Customer” means User’s customer or donor.

“Data Incident” means an unauthorized or unlawful processing, use, access, loss, disclosure, destruction, or alteration of Personal Data in a party’s or its Affiliate’s, or a party’s or its Affiliate’s subcontractor’s, agent’s, or representative’s, possession or control.

“Data Incident Losses” means Losses arising from a Data Incident to the extent caused by (a) the indemnifying party’s material breach of this Agreement; (b) the indemnified party’s

compliance with any instruction the indemnifying party gives related to Personal Data; or (c) the indemnifying party's material violation of Law.

“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.docs.stripe.com; and (b) included in the Stripe SDKs.

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

“E-SIGN Disclosure” means the E-SIGN Disclosure terms found on the Stripe Website.

“Excluded Claims” means: (a) a party's gross negligence, fraud, or willful misconduct, (b) User's breach of Section 1.2 (Restrictions), (c) a party's breach of Section 6 (Confidentiality) but excluding Data Incident Losses, or (d) amounts payable under Section 9.1 (Indemnities).

“Feedback” means ideas, suggestions, comments, observations, and other input regarding the Services and the Stripe Technology.

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

“Financial Provider” means an entity that provides financial services and with which a Stripe Entity interacts to provide the Services.

“Force Majeure Event” means an event beyond the reasonable control of the affected party, including a strike or other labor dispute or labor shortage, stoppage, or slowdown; supply chain disruption; embargo or blockade; telecommunication breakdown; power outage or shortage; inadequate transportation service; inability or delay in obtaining adequate supplies; weather; earthquake; fire; flood; natural disaster; act of God; riot; civil disorder; civil or government calamity; epidemic; pandemic; state, national, or international health crisis; war; invasion; hostility (whether war is declared or not); terrorism threat or act; Law; or act of a Governmental Authority.

“General Terms” means the preamble and Sections 1 through 13 of this Stripe Services Agreement.

“Governmental Authority” means a regulator or other governmental agency or entity with jurisdiction over the Services, Stripe, or User, 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 Businesses 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 Businesses List](#).

“IP Claim” means:

- (a) where Stripe is the indemnifying party, a Claim by a third party that the indemnified party’s use of the Stripe Technology, Services, Stripe Marks, or any other Material that Stripe provided infringes the IP Rights of the third party; and
- (b) where User is the indemnifying party, a Claim by a third party that the indemnified party’s use of the User Marks or any other Material that User provided infringes the IP Rights of the third party.

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

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

“Losses” means all amounts finally awarded to the third party making a Claim, and all penalties, fines, and reasonable third-party costs (including reasonable legal fees) paid by the indemnified parties, to the extent arising from the Claim.

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

“Materials” means any software, hardware, documents, data, Marks, inventions, or other materials provided by a party.

“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 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.

“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.

“Preview” means the product release phase “proof of concept”, “alpha”, “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.

“Prohibited and Restricted Business List” means the list of Prohibited and Restricted Businesses accessible from the Stripe Legal Page.

“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 Businesses List](#).

“Protected Data” means all User Information and Personal Data.

“Protected Health Information” has the meaning given to the term “protected health information” in 45 CFR §160.103 (the US Code of Federal Regulations).

“Regional Terms” means regional terms specified in this Agreement for User’s Stripe Account Country. To the extent of a conflict, the Regional Terms prevail.

“Representative” means an individual submitting User’s application for a Stripe Account.

“Reserve” means collateral funds which Stripe holds and controls to satisfy any liabilities or potential liabilities User incurs under this Agreement, including any funds described as “Reserve” amounts in the Reserve Notice, the Stripe Dashboard or in any other communications to User.

“Service” means a service Stripe (or its Affiliate, as applicable) makes available to User, including any service described in the Service Terms. Service excludes all Third-Party Services.

“Service Terms” means terms incorporated into this Agreement that apply to particular Services.

“Stripe” has the meaning given to it above in this Section 12.

“Stripe Account” means a Stripe account through which User accesses the Services.

“Stripe Account Country” means the country or region User selected when opening User’s Stripe Account and is the country or region where User’s business address, as reflected in User’s account details, is located, or, in the case of an individual, the country or region where User is doing business.

“Stripe Account Credentials” means User’s Stripe Account credentials, which includes the Stripe API keys.

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

“Stripe Consumer Terms of Service” means the [Stripe Consumer Terms of Service](#) accessible from the Stripe Legal Page.

“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 User obtains via the Services, including (a) information relating to the 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 Entity” means Stripe or any of its Affiliates.

“Stripe Financial Services Terms” means the Stripe Financial Services Terms accessible from the Stripe Legal Page.

“Stripe Legal Page” means www.stripe.com/legal.

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

“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 that are accessible from that page.

“Stripe Technology” means all 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 and its Affiliates use to provide and make the Services available.

“Stripe Website” means www.stripe.com.

“Subscription Plan” means a Subscription Service’s entitlement scope, term length, and pricing plan, as stated on the Stripe Pricing Page, online sign-up page, Documentation, or as otherwise agreed between User and Stripe (e.g., via the Stripe Dashboard).

“Subscription Service” means a Service or combination of Services, as applicable, that User pays for on a recurring basis.

“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.

“Third Party Data” means data, including Personal Data and Content, from User’s third party service providers.

“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 User, and includes the authorization, settlement, and if applicable, Disputes, Refunds, and Reversals with respect to that Payment Method transaction request.

“Update” means a modification, feature enhancement, or update to the Services or Stripe Technology that requires User to take some action, which may include changing User’s implementation of the Services or Stripe Technology.

“User Bank Account” means a bank or other financial institution account User identifies to Stripe.

“User Bank Account Debit Authorization” means a debit authorization on the terms specified at www.stripe.com/legal/bank-debit-authorizations.

“User Compliance Information” means information about User that Stripe reasonably requires to comply with Law, and Governmental Authority and Financial Provider requirements, and may include information (including Personal Data) about User’s representatives, beneficial owners, principals, and other individuals associated with User’s Stripe Account.

“User Entity” means an individual or entity that is part of the User Group (including you).

“User Financial Information” means (a) information about User that Stripe reasonably requires to assess User’s 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 User's risk of loss; and (c) all other information Stripe reasonably requests to assess User's risk and ability to perform its obligations under this Agreement.

"User Group" means (a) User; (b) any entity or individual that Stripe reasonably determines is associated with User; and (c) each of User's and their Affiliates that has entered into an agreement with a Stripe Entity under which a Stripe Entity provides services.

"User Information" means User Compliance Information and User Financial Information.

13. Regional Terms.

The following Regional Terms apply for the countries or regions below. If there is a conflict between the General Terms and the Regional Terms, the Regional Terms prevail.

If Stripe provides Services in countries not listed in this Section 13, then (i) for countries in the Americas, the Regional Terms for the United States apply, and (ii) for countries in the rest of the world, the Regional Terms for Ireland apply.

United States.

The following Regional Terms apply for Users in the United States.

13.1 Governing Law.

The laws of the state of California are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in San Francisco, California.

(b) The American Arbitration Association ("AAA") will administer the arbitration under the AAA's Commercial Arbitration Rules ("AAA Rules").

(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) Payment of applicable fees, including filing, administration, and arbitrator fees, will be governed by the AAA Commercial Arbitration Fee schedule.

(e) The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in Section 13.1 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.

13.2.2 Jurisdiction and Venue.

For any claims that relate to IP Rights, each party consents to exclusive personal jurisdiction in the United States District Court for the Northern District of California, and for all other claims that may not be subject to arbitration or to confirm an arbitrator's award, each party consents to exclusive personal jurisdiction in the federal courts for the Northern District of California and the state courts located in San Mateo County, California.

13.2.3 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, 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.

13.2.4 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.

European Economic Area.

The following Regional Terms apply for Users in the European Economic Area.

13.1 Governing Law.

The laws of Ireland are the Governing Law.

13.2 Dispute Resolution.

13.2.1. Binding Arbitration.

(a) Arbitration will be held in Dublin, Ireland.

- (b) The International Chamber of Commerce (“**ICC**”) International Court of Arbitration will administer the arbitration under its ICC Rules (“**ICC Rules**”).
- (c) The arbitrator will apply the laws of Ireland.
- (d) The arbitrator may be the same nationality as any of the parties, and must be a member of the Law Society of Ireland or the Bar of Ireland, unless the parties agree otherwise.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Ireland.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.2.4 Insolvency Proceedings.

Nothing in this Agreement will preclude Stripe from making any application or issuing any legal or insolvency proceeding in an appropriate court under insolvency laws in the User’s jurisdiction.

United Kingdom, Switzerland, Gibraltar.

The following Regional Terms apply for Users in the United Kingdom, Switzerland and Gibraltar.

13.1 Governing Law.

The laws of England and Wales are the Governing Law.

13.2 Dispute Resolution.

13.2.1. Binding Arbitration.

- (a) Arbitration will be held in London, England.
- (b) The International Chamber of Commerce (“**ICC**”) International Court of Arbitration will administer the arbitration under its ICC Rules (“**ICC Rules**”).
- (c) The arbitrator will apply the laws of England and Wales.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of England.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.2.4 Insolvency Proceedings.

Nothing in this Agreement will preclude Stripe from making any application or issuing any legal or insolvency proceeding in an appropriate court under insolvency law in the User's jurisdiction.

Australia.

The following Regional Terms apply for Users in Australia.

13.1 Governing Law

The laws of the state of New South Wales are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration

(a) Arbitration will be held in Sydney, New South Wales, Australia.

(b) The Resolution Institute (“RI”) will administer the arbitration under its RI Arbitration Rules (“RI Rules”).

(c) The arbitrator will apply the substantive law of the State of New South Wales and of Australia, excluding their conflict or choice of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the foregoing, the Commercial Arbitration Act 2010 (NSW) will govern any arbitration conducted in accordance with this Agreement.

(d) The party initiating the arbitration is responsible for paying the applicable filing fee. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of a stenographer at the arbitration hearing, and the costs of the arbitration facility.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in courts of New South Wales, Australia.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.3 Australian Consumer Law.

13.3.1 Non-excludable Conditions.

The disclaimers and limitations of liability in this Agreement will apply notwithstanding the failure of the essential purpose of any limited remedy. To the extent that User acquires goods or services from Stripe as a consumer within the meaning of the Australian Consumer Law as set out in the Competition and Consumer Act 2010 (Cth), User has certain rights and remedies (including consumer guarantee rights) that cannot be excluded, restricted or modified by agreement. 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 (referred to as a “**Non-excludable Condition**”).

13.3.2 Limitations on Liability for Breach of Non-excludable Conditions.

The limitations on liability do not apply to Non-excludable Conditions. To the extent that the Australian Consumer Law permits, a party’s liability for breach of a Non-excludable Condition is limited, at the party’s option, to (i) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and (ii) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

13.4 Limitation of Disclaimers.

The disclaimers in this Agreement (including in Section 8.2 (Disclaimers)) do not apply to the extent any losses, damages or costs arise out of Stripe’s negligence, fraud or willful misconduct.

13.5 Gross Negligence.

“**Gross Negligence**” means a serious disregard for, or an indifference to, an obvious risk.

13.6 Notice for Stripe's Termination for Convenience.

Section 10.1(b)(ii)(1) (Termination for Convenience) is replaced with the following.

Unless otherwise agreed in writing, Stripe may terminate this Agreement or close User's Stripe Account at any time upon 30 days' notice to User. Stripe will notify User in accordance with Law.

13.7 Modification.

Section 11.8 (Modification) is replaced as follows:

Subject to the requirements of Law, Stripe may reasonably modify this Agreement (or any portion of it) at any time by posting a revised version of the modified portion(s) on the Stripe Legal Page or by notifying User. For any material modifications to the Agreement, or modifications reasonably considered to be detrimental to User, Stripe will provide User with reasonable written notice of at least 30 days (or longer period if Law requires). The modified Agreement is effective upon posting or as stated in the notice, if Stripe notifies User as specified above. For the avoidance of doubt, User may terminate the Agreement at any time under Section 10.1(a)(i) (Termination for Convenience). By continuing to use Services after the effective date of any modification to this Agreement, User agrees to be bound by the modified Agreement. Except as this Agreement otherwise allows, this Agreement may not be modified except in writing signed by the parties.

13.8 Interpretation.

The interpretation rule that no provision of this Agreement will be construed against any party on the basis of that party being the drafter only applies to the extent permitted by Law.

13.9 Notice of Assignment.

If Stripe assigns and transfers its rights and obligations under this Agreement as described in Section 11.10 (Assignment), Stripe will provide prior written notice to User.

13.10 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Brazil.

The following Regional Terms apply for Users in Brazil.

13.1 Governing Law.

The laws and regulations of the Federative Republic of Brazil are the Governing Law.

13.2 Dispute Resolution.

This provision supersedes Section 11.4. Each party irrevocably submits to the exclusive personal jurisdiction of, and agrees that any dispute, claim, or controversy will be brought before, the Judicial District of São Paulo, State of São Paulo, disregarding any other competent court or authority to settle the dispute, and each party waives all objections to that jurisdiction and venue.

13.3 Eligible Age.

User may not use the Services if User or User's representative is under 18 years of age.

13.4 Labor and Environmental Laws.

User warrants that as applicable to User's business and activities, User (i) complies with the labor and environmental Law in force in Brazil; (ii) does not use child or slave labor in User's business; (iii) complies with standards relating to occupational health and safety; (iv) does not directly or indirectly via an Affiliate contract with any third party that does not comply with labor and environmental Laws; (v) will, upon request, present to Stripe all licenses, permits, and other documents User is required to hold under labor and environmental Law; and (vi) will keep Stripe informed about questions, requests, or decisions from applicable Governmental Authorities regarding environmental and labor issues.

13.5 No Debit Authorization.

For the avoidance of doubt, Stripe's right to debit the User Bank Account, the User Bank Account Debit Authorization and related references to such right do not apply.

13.6 Collection of Fees and other Amounts.

Stripe will only deduct, recoup or setoff Fees and other amounts User owes to Stripe under agreements between User and Stripe, and will not include Fees and other amounts owed under other agreements between Stripe and User Affiliates or between User and Stripe Affiliates.

13.7 Indemnification for Fault.

The negligence standard for User's indemnification obligation for Losses in Section 9 (Indemnification) is replaced with fault ("culpa"). For purposes of indemnification obligations,

any reference to "**negligence**" shall be replaced with "**fault**".

13.8 Limitation of Liability.

Subsections 8.3 and 8.4 of Section 8 (Limitation of Liability) are replaced by the following:

8.3 Excluded Damages. Except for Excluded Claims, to the maximum extent permitted by Law, neither party will be liable to the other party or to the other party's Affiliates in connection with this Agreement or the Services, whether during or after the Term, for any lost profits, personal injury, property damage, loss of data, business interruption, or any damages that do not arise directly and immediately from any act or omission of such party (such as indirect, incidental, consequential, exemplary, moral, loss of a chance, or punitive damages), even if such losses, damages, or costs were foreseeable or even if User or Stripe have been advised of their possibility.

8.4 Limitation of Liability. Except for Excluded Claims, to the maximum extent permitted by Law, neither party will be liable to the other party or to the other party's Affiliates in connection with this Agreement or the Services (including Data Incident Losses), whether during or after the Term, for any losses, damages, or costs that, in the aggregate, exceed the greater of: (i) the amount of fees actually paid by User to Stripe (excluding fees passed on to Financial Providers) in the 12 months period before the event giving rise to the liability; and (ii) R\$2,500.00. User's payment obligations, including Fees, Assessed Fines and Taxes are not limited by this Section 8.4.

13.9 Processing of Personal Data by Stripe, LLC

Stripe, LLC is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Canada.

The following Regional Terms apply for Users in Canada.

13.1 Governing Law.

The laws of the Province of Ontario are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Toronto, Ontario, Canada.

- (b) The International Centre for Dispute Resolution (“**ICDR**”) will administer the arbitration under its Canadian Arbitration Rules.
- (c) The arbitrator will apply the substantive law of the Province of Ontario and the federal laws of Canada applicable in that province, excluding their conflict or choice of law rules.

13.2.2 Jurisdiction and Venue.

For all claims not subject to arbitration or to confirm an arbitrator's award, each party consents to exclusive jurisdiction in the courts located in Toronto, Ontario, Canada.

13.2.3 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, 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.

13.2.4 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 Canadian Arbitration 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.

13.3 Language.

The parties agree that this Agreement and all related documents will be written in English. Les parties conviennent que le présent Contrat et tous les documents associés seront rédigés en anglais.

13.4 Personal Data processed outside of Canada.

User must disclose to User's Customers in User's Privacy Policy that Personal Data may be transferred, processed, and stored outside of Canada and, as a result, may be subject to disclosure as Law requires. Stripe will not sell or lease Personal Data that Stripe receives from User to any third party.

13.5 Processing of Personal Data by Stripe, LLC

Stripe, LLC is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Hong Kong.

The following Regional Terms apply for Users in Hong Kong.

13.1 Governing Law.

The laws of Singapore are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Singapore.

(b) The Singapore International Arbitration Centre (“**SIAC**”) will administer the arbitration under the SIAC Rules (“**SIAC Rules**”).

(c) The arbitrator will apply the laws of Singapore.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Hong Kong.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.3 Third Party Rights.

Unless expressly stated otherwise in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce or enjoy any benefit under this Agreement. Nothing in this Section affects any rights of any permitted assignee or transferee of this Agreement or any right or remedy of a third party which exists or is available apart from such applicable laws and regulations. Nothing affects Stripe’s right to amend, modify, supplement, rescind, replace or vary this Agreement at any time in its discretion and no prior consent from or notice to any such person who is not a party to this Agreement shall be required for Stripe to exercise such rights or to exercise any of Stripe’s rights under this Agreement.

India.

The following Regional Terms apply for Users in India.

13.1 Governing Law.

The laws of Bangalore, India are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

- (a) Arbitration will be held in Bangalore, India.
- (b) The Singapore International Arbitration Centre (“**SIAC**”) will administer the non-appearance-based arbitration under the SIAC Arbitration Rules (“**SIAC Rules**”).
- (c) The arbitrator will apply the provisions of the (Indian) Arbitration and Conciliation Act, 1996 (as amended).

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts in Bangalore, India.

13.2.3 Service of Process.

Each party hereby agrees 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.

13.2.4 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, 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.

13.2.5 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 SIAC 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.

13.3 Electronic Record.

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 is 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, User specifically agrees to be bound by the terms and conditions of this Agreement. User's registration for a Stripe Account or access, use or installation of the Stripe API, Dashboard, or any part of the Services, constitutes User's electronic signature, and User consents to electronic provision of all disclosures and notices from Stripe, including those required by Law. User also agrees that User's electronic consent will have the same legal effect as a physical signature.

13.4 Additional Tax Provisions.

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

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

13.5 Security Incident Reporting.

If any security breach, leak, loss, or compromise of Data occurs on User's systems, website, or application, and it affects User's compliance with this Agreement or User's obligations under applicable Law, User must report the incident in accordance with applicable Law, including User's reporting obligations to the Indian Computer Emergency Response Team (CERT-In).

13.6 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Indonesia.

The following Regional Terms apply for Users in Indonesia.

13.1 Governing Law.

The laws of the Republic of Indonesia are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Singapore.

(b) The Singapore International Arbitration Centre (“**SIAC**”) will administer the arbitration under the SIAC Rules (“**SIAC Rules**”).

(c) The arbitrator will apply the laws of Singapore.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Indonesia.

13.2.3 Service of Process.

Each party hereby agrees 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.

13.2.4 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, 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.

13.2.5 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 SIAC 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.

13.3 Provision of Services from Systems located outside of Indonesia.

Stripe will provide some or all of the Service from systems located within the United States or other countries outside of Indonesia. It is User's obligation to disclose to User's Customers that Data may be transferred, processed and stored outside of Indonesia and, as set forth in Stripe's Privacy Policy, may be subject to disclosure as required by applicable Laws, and to obtain from User's Customers all necessary consents under applicable Laws in relation to the foregoing.

13.4 Termination.

User agrees to waive the provisions of Article 1266 paragraphs (2) and (3) of the Indonesian Civil Code and therefore this Agreement may be terminated (either partly or wholly, either temporary or permanently) without the need for a court decision.

13.5 Language.

This Agreement is made in the Bahasa Indonesia language and the English language. In the event of any inconsistency of different interpretation between the Bahasa Indonesia version and the English version, the English version prevails and the Bahasa Indonesia version shall be deemed to be automatically amended (with effect from the date when the English version is brought into force) to make the relevant part of the Bahasa version consistent with the English version. User represents to have read and to fully understand the contents and consequences of this Agreement, and to have made and entered into this Agreement freely and without duress.

13.6 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited, is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Malaysia.

The following Regional Terms apply for Users in Malaysia.

13.1 Governing Law.

The laws of Malaysia are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Kuala Lumpur, Malaysia.

(b) The Asian International Arbitration Centre (Malaysia) (“AIAC”) will administer the arbitration under the AIAC Arbitration Rules (“AIAC Rules”).

(c) The arbitrator will apply the laws of Malaysia.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Malaysia.

13.2.3 Service of Process.

Each party hereby agrees 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.

13.2.4 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, 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.

13.2.5 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 AIAC (Malaysia) 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.

13.3 Provision of Services from Systems located outside of Malaysia.

Stripe will provide some or all of the Service from systems located within the United States or other countries outside of Malaysia. It is User's obligation to disclose to User's Customers that Data may be transferred, processed and stored outside of Malaysia and, as set forth in Stripe's Privacy Policy, may be subject to disclosure as required by applicable Laws, and to obtain from User's Customers all necessary consents under applicable Laws in relation to the foregoing.

13.4 Effectiveness of Modifications of the Terms.

Modifications of the terms of this Agreement will come into effect 10 days after Stripe posts the modified version on the Stripe Legal Page (or, if a longer period is required by applicable Law or specified in a notice by Stripe, that longer period).

13.5 Language.

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

13.6 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Mexico.

The following Regional Terms apply for Users in Mexico.

13.1 Governing Law.

The laws of Mexico are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

- (a) Arbitration will be held in Mexico City, Mexico.
- (b) The International Chamber of Commerce (“ICC”) will administer the arbitration in accordance with its Rules.
- (c) The arbitrator will apply the substantive law of Mexico.

13.2.2 Jurisdiction and Venue.

For all claims not subject to arbitration or to confirm an arbitrator’s award, each party consents to exclusive jurisdiction in the courts located in Mexico City, Mexico.

13.2.3 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, 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.

13.2.4 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 ICC 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.

13.3 Provision of Services outside of Mexico.

User is responsible for (a) disclosing to User’s Customers that Stripe will provide some or all of the Services using infrastructure located within the United States or other countries outside of Mexico, and that Personal Data may be transferred, processed and stored outside of Mexico; and (b) obtaining from User’s Customers all necessary consents under Law related to the transfer, processing or storage of Personal Data outside of Mexico.

13.4 Judicial Notices and Electronic Consent.

User consents to receiving judicial notices at the business address that appears in User’s Stripe Account, which is designated as User’s legal domicile. User must keep that address

updated. User also agrees that User's electronic consent will have the same legal effect as a physical signature, in accordance with article 1803 of the Mexican Federal Civil Code (Código Civil Federal), article 89 and related articles of the Mexican Code of Commerce (Código de Comercio).

13.5 Processing of Personal Data by Stripe, LLC

Stripe, LLC is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

New Zealand.

The following Regional Terms apply for Users in New Zealand.

13.1 Governing Law.

The laws of New Zealand are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration

- (a) Arbitration will be held in Auckland, New Zealand.
- (b) The International Centre for Dispute Resolution ("ICDR") will administer the arbitration under the International Arbitration Rules (including its expedited procedures where applicable) and the Arbitration Act 1996.
- (c) The arbitrator will apply the substantive law of New Zealand, excluding any conflict or choice of law rules.
- (d) 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 a stenographer at the arbitration hearing, and the costs of the arbitration facility.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in courts of New Zealand.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.3 Consumer Guarantees Act / Fair Trading Act.

Services and Stripe Technology are supplied and acquired in trade, and accordingly the parties agree to opt out of the provisions of the New Zealand Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the New Zealand Fair Trading Act 1986 in respect of the Services and Stripe Technology. User may only use the Services for business purposes.

13.4 Limitation of Indemnity Obligations.

A party's obligations to indemnify the other party do not apply to the extent the Claim or Losses arise out of the other party's breach of this Agreement, negligence, fraud or willful misconduct.

13.5 Limitation of Disclaimers.

The disclaimers in this Agreement (including in Section 8.2 (Disclaimers)) do not apply to the extent any losses, damages or costs arise out of Stripe's negligence, fraud or willful misconduct.

13.6 Gross Negligence.

"**Gross Negligence**" means a serious disregard for, or an indifference to, an obvious risk.

13.7 Notice for Stripe's Termination for Convenience.

Section 10.1(b)(ii)(1) (Termination for Convenience) is replaced with the following.

Unless otherwise agreed in writing, Stripe may terminate this Agreement or close User's Stripe Account at any time upon 30 days' notice to User. Stripe will notify User in accordance with Law.

13.8 Modification.

Section 11.8 (Modification) is replaced as follows:

Subject to the requirements of Law, Stripe may reasonably modify this Agreement (or any portion of it) at any time by posting a revised version of the modified portion(s) on the Stripe Legal Page or by notifying User. For any material modifications to the Agreement, or modifications reasonably considered to be detrimental to User, Stripe will provide User with reasonable written notice of at least 30 days (or longer period if Law requires). The modified Agreement is effective upon posting or as stated in the notice, if Stripe notifies User as

specified above. For the avoidance of doubt, User may terminate the Agreement at any time under Section 10.1(a)(i) (Termination for Convenience). By continuing to use Services after the effective date of any modification to this Agreement, User agrees to be bound by the modified Agreement. Except as this Agreement otherwise allows, this Agreement may not be modified except in writing signed by the parties.

13.9 Interpretation.

The interpretation rule that no provision of this Agreement will be construed against any party on the basis of that party being the drafter only applies to the extent permitted by Law.

13.10 Notice of Assignment.

If Stripe assigns and transfers its rights and obligations under this Agreement as described in Section 11.10 (Assignment), Stripe will provide prior written notice to User.

13.11 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Japan.

The following Regional Terms apply for Users in Japan.

13.1 Governing Law.

The laws of Japan are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Tokyo, Japan.

(b) The Japan Commercial Arbitration Association (“**JCAA**”) will administer the arbitration under the JCAA Commercial Arbitration Rules (“**JCAA Rules**”).

(c) The arbitrator will apply the laws of Japan.

(d) The party initiating the arbitration is responsible for paying the applicable filing fee. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the

attendance of a stenographer at the arbitration hearing, and the costs of the arbitration facility.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the Tokyo District Court or Tokyo Summary Court, whichever has jurisdiction over the matter under the Governing Law.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.3 Anti-Social Forces Representation and Warranty.

User and Stripe each represent on behalf of itself, that neither User or Stripe (a) is an Anti-Social Force, nor are any of User's or Stripe's officers or employees an Anti-Social Force, (b) falls or will fall under any Anti-Social Forces Relationship, or (iii) will carry out or use a third party to carry out any Anti-Social Conduct.

"Anti-Social Conduct" means (a) making violent demands; (b) making unreasonable demands exceeding legal entitlement; (c) using threatening behavior or violence in relation to a transaction; (d) spreading false rumors, using fraudulent means, or using force to harm the other party's reputation or business; or (e) other acts similar to any of the above.

"Anti-Social Force" means (a) an organized crime group (boryokudan); (b) a member of an organized crime group in the past five years; (c) an associate of an organized crime group; (d) a corporate racketeer (sokaiya); (e) a social or political movement racketeer that engages in violent or illegal activities seeking improper profits by pretending to engage in social or political movements (shakai undotu hyobo goro); (f) a violent organization employing specialized knowledge (tokushu chinou boryoku shudan tou); or (g) another person or entity similar to any of the above.

"Anti-Social Forces Relationship" means any person or entity (a) having a relationship in which Anti-Social Forces control management or are substantially involved in management; (b) having a relationship in which that person or entity improperly benefits from Anti-Social Forces; (c) having a relationship in which funds or favors are provided to Anti-Social Forces; or (d) substantially involved in management having a socially reprehensible relationship with Anti-Social Forces.

13.4 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Singapore.

The following Regional Terms apply for Users in Singapore.

13.1 Governing Law.

The laws of Singapore are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

(a) Arbitration will be held in Singapore.

(b) The Singapore International Arbitration Centre (“**SIAC**”) will administer the arbitration under the SIAC Rules (“**SIAC Rules**”).

(c) The arbitrator will apply the laws of Singapore.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Singapore.

13.2.3 No Class Action Waiver.

The class action waiver in the preamble does not apply.

13.3 Third Party Rights.

Unless expressly stated otherwise in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce or enjoy any benefit under this Agreement. Nothing in this Section affects any rights of any permitted assignee or transferee of this Agreement or any right or remedy of a third party which exists or is available apart from such applicable laws and regulations. Nothing affects Stripe’s right to amend, modify, supplement, rescind, replace or vary this Agreement at any time in its discretion and no prior consent from or notice to any such person who is not a party to this Agreement shall be required for Stripe to exercise such rights or to exercise any of Stripe’s rights under this Agreement.

13.4 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited, is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

Thailand.

The following Regional Terms apply for Users in Thailand.

13.1 Governing Law.

The laws of Thailand are the Governing Law.

13.2 Dispute Resolution.

13.2.1 Binding Arbitration.

Arbitration will be held in Thailand.

The Thailand Arbitration Center (“THAC”) will administer the arbitration under the THAC Arbitration Rules (“THAC Rules”).

The arbitrator will apply the laws of Thailand.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Thailand.

13.2.3 Service of Process.

Each party hereby agrees 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.

13.2.4 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, 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.

13.2.5 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 THAC 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.

13.3 Effectiveness of Modifications of the Terms.

Modifications of the terms of this Agreement will come into effect 30 days after Stripe posts the modified version on the Stripe Legal Page (or, if a longer period is required by applicable Law or specified in a notice by Stripe, that longer period).

13.4 Provision of Services from Systems located outside of Thailand.

Stripe will provide some or all of the Service from systems located within the United States or other countries outside of Thailand. It is User's obligation to disclose to User's Customers that Data may be transferred, processed and stored outside of Thailand and, as set forth in Stripe's Privacy Policy, may be subject to disclosure as required by applicable Laws, and to obtain from User's Customers all necessary consents under applicable Laws in relation to the foregoing.

13.5 Language.

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

13.6 Additional Tax Provisions.

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

13.7 Processing of Personal Data by Stripe Payments Europe, Limited.

Stripe Payments Europe, Limited is an additional party to this Agreement solely for the purposes of processing Personal Data under Section 4 (Privacy and Data Use).

United Arab Emirates.

The following Regional Terms apply for Users in the United Arab Emirates.

13.1 Governing Law.

The laws of Ireland are the Governing Law.

13.2 Dispute Resolution.

13.2.1. Binding Arbitration.

(a) Arbitration will be held in Dublin, Ireland.

(b) The International Chamber of Commerce (“ICC”) International Court of Arbitration will administer the arbitration under its ICC Rules (“ICC Rules”).

(c) The arbitrator will apply the laws of Ireland.

(d) The arbitrator may be the same nationality as any of the parties, and must be a member of the Law Society of Ireland or the Bar of Ireland, unless the parties agree otherwise.

13.2.2 Claims not subject to Arbitration—Jurisdiction and Venue.

For claims that may not be subject to arbitration, which includes claims that relate to IP Rights, each party consents to exclusive jurisdiction in the courts of Ireland.

13.2.3 Service of Process.

Each party agrees 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.

13.2.4 No Jury Trial.

If for any reason a claim or dispute proceeds in court rather than through arbitration, to the extent Law permits, 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.

13.2.5 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 ICC 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.

13.3 Provision of Services from Systems located outside of the United Arab Emirates.

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 User's obligation to disclose to User's customers that payment data may be transferred, processed and stored outside of the United Arab Emirates and, as set forth in Stripe's 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 User's customers all necessary consents under applicable Laws in relation to the foregoing.

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