



Stripe Issuing: Commercial Card Program Agreement — EU & UK - Beta

Last Updated: April 19, 2021

Welcome to Stripe Issuing!

This Issuing Commercial Card Program Agreement ("*Agreement*") applies to the use of the Program Services (as defined below) by the entity that registered to receive the Program Services described in this Agreement ("*Program User*").

1. Overview

1.1 Program Services: Stripe Payments Europe, Limited ("*Stripe*") and its affiliates offer card program management services to Program User through the Stripe Platform pursuant to this Agreement ("*Program Services*").

1.2 Authorized Payment Services: Some of the Program Services are services that may only be provided by an authorized payment services provider or electronic money institution ("*Authorized Payment Services*"). To the extent Program User uses Authorized Payment Services pursuant to this Agreement, the Authorized Payment Services will be provided by: (i) Stripe Payments UK, Limited ("*SPUKL*") for Program User Accounts established in the United Kingdom ("*UK*") or Switzerland, and the **SPUKL Authorized Payment Services terms** will apply; or (ii) Stripe Technology Europe, Limited ("*STEL*") for Program User Accounts established in the European Economic Area ("*EEA*"), and the **STEL Authorized Payment Services terms** will apply. Accordingly, all references to "Stripe" in this Agreement will be deemed to be references only to

SPUKL or STEL (as applicable) to the extent that they refer to the conduct of activities which constitute Authorized Payment Services.

1.3 Issuer: SPUKL is authorized by the relevant Payment Method Provider to issue Cards to Stripe users in the UK and Switzerland, and STEL is authorized by the relevant Payment Method Provider to issue Cards to Stripe users in the EEA. SPUKL or STEL (as applicable) is the issuer of the Cards and the E-money held on the Cards.

2. Relationship to Stripe Services Agreement

2.1 Stripe Services Agreement: By using the Program Services, Program User expressly agrees to the terms and conditions of this Agreement, the **Stripe Services Agreement**, the **Stripe Connected Account Agreement** (if Program User is onboarded by a Platform as a Connected Account), and any updates or modifications Stripe makes to any of the foregoing from time to time. This Agreement supplements and is subject to the Stripe Services Agreement (and the Connected Account Agreement, as applicable), which generally governs Program User's use of Stripe Services, and is incorporated into this Agreement by reference. To the extent that there is a conflict between the Stripe Services Agreement (or the Connected Account Agreement, as applicable) and this Agreement related to the Program Services, this Agreement will prevail.

2.2 Jurisdiction Version: The Stripe Services Agreement version (and the Connected Account Agreement version, if applicable) incorporated into this Agreement is the version applicable to the jurisdiction in which the Program User Account is established. If the name of Program User's jurisdiction does not appear in the title of the page accessible via the Stripe Services Agreement link (and the Connected Account Agreement link, if applicable), Program User may contact Stripe and Stripe will provide Program User with the correct link.

3. Definitions

Unless otherwise defined in this Section 3 (Definitions) or elsewhere in this Agreement, defined terms used in this Agreement will have the meaning assigned to them in the **Stripe Services Agreement** (or the **Connected Account Agreement**, if applicable).

"Authorized User Terms" means the terms applicable to Authorized Users **posted on our website**.

"Card" means any code, identification number, or other credential (including any token or proxy) issued by Stripe, linked to a Program User Account, enabled for transactions over the card

network operated by the relevant Payment Method Provider and accessed in the form of a physical or virtual payment card.

"Card Transaction Data" means all information related to Cards, Transactions and the Program User Account; and the date, time, amount, merchant, purchase location and all other Transaction information generated or received by Stripe while providing the Program Services.

"Denominated Currency" means: (i) euro for Program Users established in the EEA; (ii) GBP for Program Users established in the UK; or (iii) as may otherwise be specified by Stripe from time to time.

"Disputed Transaction" means a Transaction that Program User has reported as erroneous or unauthorized in accordance with this Agreement.

"Personnel" means an entity's (including sole proprietorships) officers, employees, agents, representatives and contractors, and any other individuals that perform duties on behalf of that entity.

"Pricing Page" means [https://stripe.com/\[countrycode\]/pricing](https://stripe.com/[countrycode]/pricing), as updated from time to time (where "[country code]" means the two-letter abbreviation for the country where Program User's Program User Account is located).

"Stripe Platform" means the hardware, software and other technology that Stripe owns or licenses and which Stripe uses to provide Program Services.

"Transaction" means a request initiated by an Authorized User to make a payment to a merchant for the purchase of goods or services using a Card.

"Transaction Amount" means the total monetary amount of a Transaction.

4. Use of the Program Services

4.1 Authorized Users: Stripe will provide the Program Services to Program User, and will issue Cards to Program User for Program User to provide to Program User's employees, independent contractors, or other Personnel, in each case as authorized by Program User ("*Authorized Users*") for use on business-related purchases and as otherwise specified by Stripe. Program User acknowledges and agrees that Stripe's customer is Program User and that any Authorized User (who will be acting under the authority of Program User) is not a customer of Stripe. Stripe

will use the Stripe Platform to onboard and administer the Program Services on behalf of Program User.

4.2 Administrators: Program User may authorize Authorized Users to use the Cards to transact on Program User's behalf solely for business-related purchases. Program User must appoint a person to manage its use of the Program Services, including managing how Authorized Users use Cards (an "*Administrator*"). Administrators may request Cards to be issued to Authorized Users through the Program User Account. Program User is solely responsible for any actions Administrators take on a Program User's behalf. Only Administrators will be allowed to make changes to the Program User Account. Only Authorized Users authorized by Administrators may initiate Transactions. Cards must be activated prior to use. Stripe will provide activation instructions to Program User, either directly or with delivery of Cards. Program User will provide those instructions to Administrators and Authorized Users.

4.3 Authorized User Terms: Program User will ensure that its Authorized Users accept and comply with the Authorized User Terms prior to using a Card in connection with the Program Services.

4.4 Compliance: Program User represents and warrants to Stripe that Program User: (i) is a commercial business enterprise and the Program User Account is for business purposes only; (ii) will comply with the applicable Payment Method Rules; and (iii) will not use, or permit an Authorized User to use, the Program Services for Unauthorized Purposes.

5. Cards

5.1 Card Design: Program User may design the Card (except if Program User is a Connected Account, in which case the relevant Platform may design the Card), subject to (i) approval by Stripe (and the relevant Payment Method Provider, as required), and (ii) the Card bearing both the Payment Method Provider's brand and Program User's logo or design (or the relevant Platform's logo or design, as applicable). Program User (or the relevant Platform, as applicable) will be responsible for choosing its artwork and graphic design for the Card. Program User represents, warrants and covenants that it has, and during the term of this Agreement will retain, title to and ownership of Program User's name, logo and other service marks it uses in connection with the Program ("*Program User Marks*"). During the term of this Agreement, Program User grants to Stripe, and any third party Stripe engages to provide Card printing services, a fully paid-up, worldwide, non-exclusive license to use Program User Marks on Cards, materials relating to the Program Services, disclosures, and any other documentation provided by Stripe.

5.2 Card Creation and Distribution; Activation: Program User (or the relevant Platform, if Program User is a Connected Account) will submit to Stripe an initial Card order request via the Stripe Platform, and Stripe will issue Cards based upon information contained in the Card order request. At Program User's expense, Stripe will (as applicable to physical Cards and virtual Cards): (i) create, produce, emboss, encode and ship the Cards to Program User's (or Authorized User's) address in the EEA, UK or Switzerland (as applicable); (ii) re-issue and distribute replacements of Cards reported lost, stolen or damaged; and (iii) provide Program materials. Program User will be responsible for (i) distribution of the original issued Cards to Authorized Users, and (ii) acceptance of the Authorized User Terms by Authorized Users. Stripe may update the Authorized User Terms in accordance with Section 12.4. When requested by Stripe, Program User will promptly notify Authorized Users of the updated Authorized User Terms as a prerequisite to continued use of the Cards

5.3 Ownership and Cancellation of Cards: Cards are the property of Stripe and will be subject to suspension or cancellation at any time by Stripe in accordance with this Agreement, as required by applicable Law and the applicable Payment Method Rules, or at Stripe's reasonable discretion. Without limitation of the foregoing, Stripe may suspend or cancel a Card if it believes Program User or an Authorized User is using the Card for unauthorized purposes, including: (i) fraudulent or illegal purposes; (ii) consumer, personal, or household purposes; or (iii) any purpose unrelated to the Program Services (each, an *"Unauthorized Purpose"*). Stripe will notify Program User via the Stripe Platform as soon as practicable after suspending or cancelling a Card, and to the extent permitted by applicable Law, will provide the reason for cancellation or suspension. Stripe will issue a replacement Card or lift the suspension of a Card as soon as practicable after Stripe determines that the reasons for suspension or cancellation cease to exist. Upon receipt from Stripe of notice of cancellation, Program User will, at its sole expense: (i) immediately return the cancelled Cards in its possession or under its control to Stripe; or (ii) provide written certification of destruction of any cancelled or unused Cards.

6. Operation of Program User Accounts and Processing of Transactions

6.1 Program User Accounts: SPUKL or STEL (as applicable) will establish an E-money Account for Program User for which Program User may request the issuance of Cards (the *"Program User Account"*). The Program User Account will contain sub-accounts (for information purposes only) related to each Card issued as part of the Program Services (each, a *"Card Account"*). The Program User Account will contain details of Transactions processed in respect of each Card Account, and the outstanding amount of E-money which is held in the Program User Account across all Cards issued to Program User.

6.2 Transactions: Stripe will use the card network operated by the relevant Payment Method Provider to authorize, clear, and settle all Transactions initiated on Program User's Cards. Stripe may refuse to process a Transaction for any reason, including if: (i) Stripe is concerned about the security of the Card or Stripe suspects that the Card is being used in an unauthorized or fraudulent manner (including an *"Unauthorized Purpose"*); (ii) insufficient E-money is loaded onto the Card to cover relevant Transaction Amounts and any applicable fees; (iii) Stripe reasonably believes that Program User is acting in breach of this Agreement, the Stripe Services Agreement or the Connected Account Agreement (if applicable), or an Authorized User is acting in breach of the Authorized User Terms; (iv) Stripe reasonably believes the Transaction is potentially suspicious, illegal or exposes Program User, Stripe or others to risks unacceptable to Stripe; or (v) there are errors, failures or refusals by merchants, payment processors or payment schemes processing Transactions. Stripe also reserves the right to decline Transactions with prohibited merchants. If Stripe refuses a Transaction, Stripe will, on request, if practicable and to the extent permitted by applicable Law, inform Program User of the reason a Transaction was refused.

6.3 Authorization of Transactions: Subject to the features of the Card, the authorization of a Transaction may include authorizing any single Transaction or a series of recurring Transactions, or pre-authorizing a future Transaction of a specified or unspecified amount. Stripe will treat Transactions as authorized and consented to by Program User where Authorized Users follow the instructions provided by a merchant or Stripe to effectively authorize the Transaction at the point of sale (including online), including (as applicable): (i) entering a Personal Identification Number (PIN); (ii) signing a sales receipt; (iii) providing Card details and any other details requested; (iv) waving or swiping the Card at a card reader; or (iv) fulfilling multi-factor authentication requirements (including strong customer authentication, as defined under applicable Law). Authorization of a Transaction cannot be withdrawn or revoked once received by Stripe.

6.4 Processing of Transactions: Payment order Transactions will be received by Stripe at the time Stripe receives the Transaction settlement instruction from the relevant Payment Method Provider. Stripe will deduct each Transaction Amount from the balance of the Program User Account as soon as the Transaction is made. When a Card is used to initiate a Transaction where the final Transaction Amount is unknown at the time of authorization, a hold may be placed on available funds in the Program User Account for an amount authorized by (or on behalf of) Program User that is equal to or in excess of the final Transaction Amount. The funds subject to the hold will not be available to Program User for any other purpose until the merchant or the Payment Method Provider releases the hold, or until Stripe becomes aware of the final Transaction Amount, or receives the final payment order.

6.5 Transaction Settlement: Stripe will settle Transaction Amounts, net of fees and amounts

owed to Stripe, to the relevant Payment Method Provider within the required settlement time frame.

6.6 Currency conversions: If Program User pays for goods and services in a currency other than the Denominated Currency, the amount payable will be converted at the relevant Payment Method Provider's reference exchange rate at the clearing time of the Transaction, and a foreign exchange fee will apply. The Payment Method Provider's reference exchange rate, and a comparison as against the latest available foreign exchange rates issued by the European Central Bank, is available at (as may be updated from time to time). The requirements in Article 3a(5) and (6) of Regulation (EC) No 924/2009 (as amended) will be disapplied for the purposes of this Agreement. When loading funds onto the Program User Account and paying in a currency other than the Denominated Currency, the applicable exchange rate will be shown at the time of the Transaction. A loading foreign exchange fee will also apply.

6.7 Refunds: Program User may be entitled to claim a refund in relation to Transactions where: (i) the Transaction was not authorized in accordance with this Agreement; (ii) Stripe is responsible for a Transaction being incorrectly executed and which has been notified to Stripe in accordance with Section 8.3 of this Agreement; or (iii) a pre-authorized Transaction did not specify the final amount at the time of authorization and the amount charged by the merchant is more than Program User could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the Transaction (a claim for a refund in these circumstances will not be accepted if the amount of the Transaction was made available to Program User at least 4 weeks before the Transaction date, or if the claim is made more than 8 weeks after the Transaction was debited from the Program User Account).

6.8 Transaction information: Stripe will, through the Stripe Platform, provide Program User with the Program User Account balance and a statement of Transactions. Program User will be able to download monthly Transaction statements via the Stripe Platform. The Transaction statements will show: (i) information related to each Transaction which will enable it to be identified and, where appropriate, information on the payee; (ii) the amount of the Transaction shown in the currency in which the Transaction was paid; (iii) the amount of charges for the Transaction; (iv) where applicable, the actual exchange rate applied to the Transaction; and (v) the date the Transaction is authorized on or posted to the Program User Account.

6.9 Third Party Provider: A Third Party Provider that is appropriately authorized by or registered with an EEA, UK or Switzerland (as applicable) regulator or authority may access information concerning, and make payments from, the Program User Account, subject to and in accordance with Section B.6.d of the Stripe Services Agreement (*'Using a Third Party Provider (TPP)'*).

7. Loading and redeeming funds

7.1 Loading funds: Program User can load funds at par value onto the Program User Account using the Stripe Platform via the funding mechanisms made available and permitted by Stripe. All funds in the Program User Account are safeguarded by SPUKL or STEL (as applicable) in compliance with applicable Law, as set out in the Stripe Services Agreement. Program User acknowledges and agrees that funds in the Program User Account are held by SPUKL or STEL (as applicable) on behalf of Program User and are not deposits. Program User will not earn any interest on any funds held in the Program User Account.

7.2 Redeeming funds: Program User may redeem the funds on the Program User Account at any time in whole or in part at par value. Program User is not entitled to a refund of money that has already been spent on or held for authorized Transactions. Program User must request redemptions via the communication methods specified by Stripe (including through the Stripe Platform), specifying the amount of redemption. If Program User chooses to redeem all of the funds on the Program User Account, Stripe will cancel the Cards and Program User will, at its sole expense: (i) immediately return the cancelled Cards in its possession or under its control; or (ii) provide written certification of destruction of any cancelled or unused Cards. All redeemed funds will be returned to Program User by bank transfer to Program User's payout account stated in the Stripe Platform. Program User will provide Stripe with any documents reasonably requested by Stripe to enable Stripe to process a redemption request.

7.3 Stripe actions: Program User agrees that Stripe may prevent Program User from redeeming funds in the Program User Account if Stripe believes Program User's use (or intended use) of the Program User Account: (i) breaches this Agreement or any other agreement which Program User has with Stripe; (ii) is for any unauthorized, fraudulent or illegal purpose; or (iii) would expose Program User, Stripe or others to risks unacceptable to Stripe. Unless restricted by law, Stripe will notify Program User if Stripe has taken those actions.

8. Program User Obligations and Use of the Cards

8.1 Use of the Cards: Program User and Authorized Users are permitted to use the Cards for Transactions. Cards cannot be used for: (i) cash withdrawal transactions through automated teller machines (ATMs); (ii) obtaining cash back at the point of sale; or (iii) any Unauthorized Purpose. Stripe may, acting reasonably, require Program User to establish daily Transaction limits ("*Daily Transaction Limits*") to prevent the risk of loss to Stripe, and to reduce the rate of declined Transactions. If Daily Transaction Limits are required by Stripe, any Transactions in excess of the Daily Transaction Limits will be declined. Program User may also apply merchant-

specific and other Transaction restrictions using the Stripe Platform. Cards will be valid for the period ending on the expiry date set out on the relevant Card. Program User may request a replacement Card. Stripe may charge a fee for the issuance of replacement Cards.

8.2 Authorized User Servicing: Program User will handle: (i) all inquiries regarding (a) Card usage and (b) lost, damaged or stolen Cards; and (ii) all other inquiries from Authorized Users. Stripe will not provide support to Authorized Users in relation to the Program Services. Program User may not outsource Authorized User servicing to any third party.

8.3 Reporting Errors or Disputing Transactions: Program User must notify Stripe by raising a dispute if Program User believes that any Transaction was made in error, or any Transaction was unauthorized, or if a Card is lost, stolen or misappropriated. Program User must report any Disputed Transaction or error as soon as practicable and, in any event, no more than 13 months after the Disputed Transaction is posted to the Program User Account. Notices for Disputed Transactions must specify details about the Transaction, and an explanation of Program User's belief that the Disputed Transaction was made in error or was unauthorized. If a Transaction was not executed by Stripe or was defectively executed by Stripe, Stripe will review the information Program User submits and make efforts to trace the Transaction and notify Program User of the outcome. In all other instances, Stripe will review the information Program User submits in a commercially reasonable manner and notify Program User of the outcome. If the dispute is deemed valid by Stripe (in accordance with Section 8.4), Stripe will credit the Disputed Transaction amount to the Program User Account. By accepting this Agreement, Program User assigns and transfers to Stripe any rights and claims, excluding tort claims, that Program User may have against any merchant for any Disputed Transaction fully or partially credited to the Program User Account.

8.4 Liability: Subject to the remainder of this Section 8.4, notwithstanding any other term of this Agreement, Stripe will reimburse Program User for any Disputed Transaction which it or an Authorized User has not authorized and consented to in accordance with Section 6.3. Program User acknowledges and agrees that: (i) where the Card is lost or stolen, then Program User will be liable for the first €50 or £35 (as applicable) of any Disputed Transaction where Stripe reasonably believes Program User should have been aware of the fact that the Card had been lost or stolen; (ii) Stripe will not be liable for any Disputed Transaction where Program User (or any of its Personnel or Authorized Users) has acted fraudulently; and (iii) Stripe will not be liable for any Disputed Transaction where the Program User has, either intentionally or negligently, failed to use the Card in accordance with the terms of this Agreement, or has failed to immediately notify Stripe of the Card becoming lost, stolen or misappropriated (in accordance with Section 8.5).

8.5 Card Security: Program User is responsible for securing, and ensuring that Authorized Users

keep secure, Cards, account numbers and Card security features (including the CVV and PIN). Program User is responsible for Transactions, costs, fees and penalties resulting from Program User's and/or an Authorized User's failure to exercise reasonable care in safeguarding Cards, Program User Account details and Card security features from loss, theft or unauthorized use, and for failure to promptly report loss, theft or unauthorized use. If Program User or an Authorized User uses or allows someone else to use the Card or the Program User Account, or uses the Card or the Program User Account for a purpose outside of the purposes permitted under this Agreement, Program User will be responsible for that use and may be required by Stripe to reimburse Stripe and the relevant Payment Method Provider for all amounts or expenses paid by those entities as a result of that use. Program User understands that it is Program User's responsibility to monitor any suspicious and unauthorized activities on the Program User Account and each Card, and Program User agrees to notify Stripe immediately through the Stripe Platform of any loss, theft or unauthorized use of the Program User Account or any Card. Program User understands that it is liable for the unauthorized use of the Program User Account and Cards to the fullest extent permitted by applicable Law.

9. Program Fees

9.1 Program Fees: Stripe will provide the Program Services to Program User at the rates and for the fees described on the Pricing Page. If Program User is a Connected Account, Program User may receive the Program Services through the relevant Platform at other rates or fees disclosed to Program User by the Platform. In addition to the fees, Program User is also responsible for any penalties imposed on Program User or Stripe in relation to the Program User Account or any associated Card Account. Fees and penalties may include periodic fees, foreign transaction fees, penalties for misuse, funds transfer fees, account maintenance fees, Card issuance or replacement fees, and penalties for late or failed payments. All fees or penalties Program User owes are in addition to amounts owed for Transactions on Cards and Card Accounts associated with the Program User Account. Stripe may change fees or penalties by providing Program User advance notice before revisions become applicable to Program User, subject to applicable Law.

9.2 Liability for Credit Losses: Subject to Section 6.7 of this Agreement, Program User is responsible and liable to Stripe and the relevant Payment Method Provider for Authorized Users' use of a Card for any Unauthorized Purpose, or in violation of this Agreement or the applicable Payment Method Rules. Subject to Section 6.7 of this Agreement, Program User is liable for all Transactions on the Program User Account. Subject to Section 6.7 of this Agreement, Program User will be liable to Stripe for any fees, charges, costs, amounts, expenses or other losses that Stripe incurs that result from insufficient funds availability pursuant to debit requests from Stripe or due to debit reversals, and for the amount of all other fees, charges or losses incurred by or that result from the actions or inactions of Program User or Authorized Users.

9.3 Card Stamp Duty: Notwithstanding the terms of the Stripe Services Agreement (or the Connected Account Agreement, as applicable), and where applicable, Stripe may deduct government levies and stamp duties in respect of Cards from the relevant Program User Account.

10. Data

10.1 Data Usage: Stripe will only use Data in accordance with the Stripe Services Agreement (and the Connected Account Agreement, as applicable).

10.2 Privacy Policy: Where Program User provides Stripe with Personal Data about Administrators or Authorized Users, or authorizes Stripe to collect Personal Data about Administrators or Authorized Users (including Personal Data that Stripe may collect directly from Administrators or Authorized Users using cookies or other similar means), Program User must obtain all necessary rights and consents from the Administrators or Authorized Users to enable Stripe to collect, use, retain and disclose the Personal Data in accordance with the privacy policy located at (*"Stripe Privacy Policy"*).

10.3 Program Information: Stripe will retain sole ownership and control of Card Transaction Data, and will treat that information as its confidential information in accordance with the Stripe Services Agreement. Program User may not use Card Transaction Data except to perform its obligations under this Agreement and may not provide or disclose any Card Transaction Data to any third party except to the extent required under applicable Law or the applicable Payment Method Rules. Notwithstanding, Program User may share Card Transaction Data to Program User's service providers to which similar data is shared and this must be subject to terms consistent with this Agreement and solely in relation to the Program Services.

11. Liability:

In addition to liability provisions in the Stripe Services Agreement (incorporated into this Agreement by reference), Stripe will not be liable to Program User, Administrators or Authorized Users for any losses sustained by Program User, Administrators or Authorized Users due to delay or failure in servicing a Transaction request.

12. General Provisions

12.1.1 Term, Termination: The term of this Agreement will begin when Program User opens its Program User Account and will end when terminated by Program User or by Stripe, as described in this Agreement. Program User may terminate this Agreement at any time by providing notice to Stripe and immediately ceasing use of the Program Services. However, if Program User commences using the Program Services again, Program User will be considered to have accepted this Agreement again. Stripe may terminate this Agreement: (a) where Program User is in breach of this Agreement and fails to cure the breach upon 30 days' notice by Stripe (that notice and cure period only being required if curing the breach is feasible); or (b) upon 120 days' notice for any reason. Stripe may also terminate this Agreement immediately: (a) if Program User is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding or similar action; (b) if Stripe determines that Program User is engaged in activity that fails to comply with applicable Law or causes a significant risk of reputational harm to Stripe; or (c) if the relevant Payment Method Provider terminates, or otherwise restricts Stripe's registrations in a manner that prevents Stripe from meeting all or any portion of its obligations under this Agreement.

12.1.2 Effects of Termination: All provisions giving rise to continuing obligations will survive termination of this Agreement. As stated above, the Stripe Services Agreement (and the Connected Account Agreement, if applicable) governs Program User's use of Stripe's Services, so the termination of this Agreement will not immediately trigger termination of the Stripe Services Agreement (or the Connected Account Agreement, if applicable). All obligations in the Stripe Services Agreement (and the Connected Account Agreement, if applicable) will only be terminated in accordance with the terms and conditions of that agreement. Termination of the Stripe Services Agreement (or the Connected Account Agreement, if applicable) will cause this Agreement to automatically terminate.

12.2 Governing Law, Disputes: The provisions of the applicable Stripe Services Agreement governing applicable law (jurisdiction), location of suits and disputes (venue), and any method for dispute resolution are incorporated into this Agreement by reference.

12.3.1 Interpretation: Headings are included for convenience only, and should not be considered in interpreting this Agreement. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless stated otherwise, the word "including" means "including, without limitation." This Agreement does not limit any rights of enforcement that Stripe may have under trade secret, copyright, patent, or other laws. Stripe's delay or failure to assert any right or provision under this Agreement does not constitute a waiver of that right or provision. No waiver of any term of this Agreement will be deemed a further or continuing waiver of that term or any other term.

12.3.2 Interpretation of incorporated terms: If the Stripe Services Agreement (or Connected Account Agreement, as applicable) is updated after the effective date of this Agreement so that a reference in this Agreement to a provision of the Stripe Services Agreement (or the Connected Account Agreement, as applicable) is different from the provision intended by the parties to be referenced, then this Agreement will be interpreted to refer to the provision of the updated Stripe Services Agreement (or Connected Account Agreement, as applicable) that replaces or is analogous to the original provision of the Stripe Services Agreement (or Connected Account Agreement, as applicable).

12.4 Right to Amend: Stripe may amend this Agreement or the Authorized User Terms at any time. Program User will be provided with notice of amendments through email (which may originate from Stripe or from a Platform), the Dashboard, and/or Stripe's website. Program User agrees that any changes to this Agreement or the Authorized User Terms will be binding on Program User 7 days after Stripe makes the amendment (or, if a longer period is required by applicable Law, that longer period). If Program User elects to not accept the changes to this Agreement or the Authorized User Terms, Program User must: (a) provide notice to Stripe; and (b) immediately cease using the Program Services. Where Program User does not provide the notice prior to the amendments becoming binding, by continuing to use the Program Services, Program User agrees that it is consenting to any such changes to this Agreement or the Authorized User Terms.

12.5 Assignment: Program User may not assign or attempt to assign this Agreement without Stripe's prior written consent.

12.6 Entire Agreement: This Agreement (including the agreements incorporated by reference) and the Authorized User Terms constitutes the entire agreement between Program User and Stripe with respect to Program Services. This Agreement sets forth Program User's exclusive remedies with respect to the Program Services. If any provision or portion of this Agreement is held to be invalid or unenforceable under applicable Law, then it will be interpreted to accomplish the objectives of that provision to the greatest extent possible, and all remaining provisions will continue in full force and effect.

12.7 Beta Services Terms:

12.7.1: Stripe may indicate that the Program Services as a whole, with regard to a particular release or feature, or as offered in certain countries or regions, are classified by Stripe as "beta", "pilot", "limited availability", "invite only", or "pre release" ("*Beta*" and the Beta portion of the Program Services, "*Beta Services*"). Beta Services are still in development, may have bugs or errors, may be feature incomplete, and may be subject to material change. Beta Services may be generally available in some countries while still classified as Beta in others. The Beta Services

will continue to be subject to the Beta classification and this Section 12.7 until Stripe removes the classification.

12.7.2: Stripe has no obligation whatsoever to provide any bug fixes, error corrections, patches, or service packs for, or any revisions, successors, or updated versions to, the Beta Services, or any part of them, while the Beta classification is in place.

12.7.3: Stripe may suspend access to the Beta Services, including if Stripe reasonably believes that: (a) suspension of the Beta Services is required by Law; (b) continued provision of the Beta Services would cause Stripe to breach any obligation Stripe owes to a third party; or (c) Stripe determines that continued provision of the Beta Services would give rise to an unacceptable security or privacy risk. Stripe also may terminate access to the Beta Services if Stripe, in its sole discretion, generally stops offering the Beta Services completely or in the applicable jurisdiction.

Stripe Services Agreement

Stripe Connect

Platform Agreement

Account Agreement

Products and Programs

Stripe Atlas

Stripe Climate

Climate Contribution Terms

Stripe Corporate Card

Stripe Customer Portal

Stripe Data Pipeline

Stripe Financial Connections

Stripe Identity

Stripe Issuing

Stripe Tax

Stripe Partner Program

Stripe Radar

Stripe Rewards

Stripe Verifications

Stripe Shop

Stripe Terminal

Terminal Purchase Terms

TERMINAL PURCHASE TERMS