

Stripe Connected Account Agreement

Stripe is Kala's payment processing partner. In order for you to accept automated payment deposits from Kala into your account, you must agree to the terms in this Stripe agreement. This agreement governs your use of Stripe Connect, and describes how you may use Stripe Connect to enable you to use Stripe's services, which includes the ability to accept payments for goods or services, as well as other related services. In this agreement, "We", "Us", "Stripe", and "Stripe Connect" refers to Stripe. "You", "Your", or "User" refers to you as the seller on Kala.

Roles of Stripe and Kala

If you enrolled in Kala's automated payment program, your payments from Kala will be processed through Stripe and then deposited into the bank account you provided to Kala. Additional information for account holder verification may be required. Kala will process payment to you for any orders fulfilled by you once the shipping confirmation is received by Kala. Kala will deduct its fees from the customer's payment prior to depositing the payment to you. If you have any questions or concerns about this agreement, or with payments made into your account, please contact Kala's customer support for resolution, and not Stripe. You are considered a third party to Kala's agreement with Stripe, and will not be charged fees by Stripe for any payments that Kala deposits into your account through this agreement.

Stripe Connected Account Agreement

You expressly agree to the terms and conditions of this Connected Account Agreement and any updates or modifications made from time to time by Stripe.

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

1. Relationship to Other Agreements

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

2. Stripe Connect — Your Stripe Account

Stripe Connect allows Kala to help you use the Services, which may include the ability to receive automated payments for goods and services. With regard to your relationship with Kala, Stripe only provides the Services described in this Connected Account Agreement.

3. Your Obligations

You are solely responsible for, and Stripe disclaims all liability for, the provision of any goods or services sold to your customers or users as part of your use of the Services, and any obligations you may owe to your customers or users.

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

4. Limitations on Stripe's Liability

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

5. Other General Legal Terms

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

Section 4 and all provisions giving rise to continuing obligations will survive termination of this Connected Account Agreement.

b. Governing Law, Disputes, and Interpretation: The provisions of the applicable governing applicable law (jurisdiction), location of suits and disputes (venue), and any

method for dispute resolution are incorporated into this Connected Account Agreement by reference. Headings are included for convenience only, and should not be considered in interpreting this Connected Account Agreement. No provision of this Connected Account Agreement will be construed against any party on the basis of that party being the drafter. Unless stated otherwise, the word “including” means “including, without limitation.” This Connected Account Agreement does not limit any rights of enforcement that Stripe may have under trade secret, copyright, patent, or other laws. Stripe’s delay or failure to assert any right or provision under this Connected Account Agreement does not constitute a waiver of such right or provision. No waiver of any term of this Connected Account Agreement will be deemed a further or continuing waiver of such term or any other term.

c. Right to Amend: Stripe may amend this Connected Account Agreement at any time. You will be provided with notice of amendments through Kala (which may originate from Stripe or from Kala), and/or Stripe’s web site. You agree that any changes to this Connected Account Agreement will be binding on you 7 days after the amendment is made by Stripe (or, if a longer period is required by applicable law, such longer period). If you elect to not accept the changes to this Connected Account Agreement, you must (a) provide notice to Kala and (b) immediately cease using Stripe Connect. Where you do not provide such notice prior to the amendments becoming binding, by continuing to use the Services you agree that you are consenting to any such changes to the Connected Account Agreement.

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

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