



**Revision Notification July, 28th 2014 - Please note change in Definitions no.17 (change of registered address)**

**Previous version :** “**Company**” means Stripe Global Services Limited (Registered No. 6421090) of **The Isis Building, 193 Marsh Wall, London E14 9SG, UK.**

**Amended to :** “**Company**” means Stripe Global Services Limited (Registered No. 6421090) of **Walsingham House, 35 Seething Lane, London, EC3N 4AH.**

**STRIPE Individual Terms of Use**

1. Please carefully read the following Individual Terms of Use (“**TOU**”) before using this Website. By using this Website, you agree to follow and be bound by these TOU, which will be a legally enforceable agreement between you and the Company. You covenant, represent, and warrant that you are at least 18 years of age and that you are otherwise able to bind yourself and others whom you may represent, including for example your employer or principal, in connection with these TOU.

2. These TOU as well as the information and materials contained in the Website are subject to change from time to time without notice. The Company may periodically modify these TOU, and any such modifications will be effective immediately upon posting. We suggest that you periodically check the Website for modifications. If you do not agree to these TOU, do not use this Website.

3. As an individual user of the Platform, you have been invited to use the Platform by a Customer of the Company. A “**Customer**” is a person who is party to a customer user agreement with the Company. You have been invited in one of two different capacities:

3.1 A “**Customer User**” is an individual employee or independent contractor of a Customer identified by that Customer as being entitled to use the Platform under the terms of the customer user agreement between that Customer and the Company. If you are a Customer User then you are expected to comply with the terms of that customer user agreement. It is your responsibility, and the Customer’s, to be familiar with and to comply with the terms of that agreement, which include terms not in these TOU.

3.2 Customer user agreements permit Customers to invite third parties to use the Platform. A “**Third Party**” is a person who is not party to a customer user agreement with the Company and is invited by a Customer to use the Platform. A “**Third-Party User**” is a person granted authority by a Third Party to use the Platform on its behalf. The obligations of a Third-Party User are set forth in full in these TOU.

4. Nothing contained in these TOU is intended to modify or amend any agreement, such as a customer user agreement, that may currently be in effect between you or any Customer and the Company or that may be agreed to in the future.

5. In accessing the Platform you do so with the authority of the Customer or of the Third Party on whose behalf you have accessed the Platform, and your actions will be deemed to be the actions of the



Customer or Third Party, as applicable. The rights granted to you herein terminate immediately upon a material breach by you of these TOU.

### **Ownership of the Platform and IP Rights**

6. You acknowledge that the Company is the sole owner of the Platform and of all intellectual property rights relating to the Platform, including without limitation this Website, the Content and all information on the Website, all screens appearing at the Website, the Software and all software downloadable or otherwise used from the Website, the copyright of which is either owned by the Company, or held by the Company as a licensee. Notwithstanding the foregoing, to the extent that ownership in any Content is vested in a Customer or in some other party pursuant to the terms of a customer user agreement, the customer user agreement shall determine ownership and not these TOU.

### **Limited license and restrictions on use**

7. No copyright is claimed for public domain materials, but copyright is asserted in the editorial content applied hereto. Individual pages and/or sections of the Website may be printed for personal or internal use only, provided that such print outs retain all applicable copyright or other proprietary notices. The Company reserves all rights not expressly granted in these TOU.

8. You are being granted access to specific documents at the request of a Customer of the Company. You are authorized to download, copy, print and record all documents to which you have been granted such access. Your rights to such documents (such as ownership rights, confidentiality obligations and your right to transmit such documents to other persons ) are determined by your relationship with the Customer and in particular any contractual relationship you or the person you act for has with the authorizing Customer.

9. Except as otherwise stated in these TOU or as expressly authorized by the Company in writing, or by your employer or principal whom you represent:

9.1 no part of the Website or Content may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, digital transmission, imaging, or any other information storage and retrieval system; and

9.2 systematic retrieval of software or any Content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through automatic devices or manual processes) or creating links to the Website without written permission from the Company is specifically prohibited.

10. Without limiting the generality of the TOU, you shall make no attempt to:



10.1 decompile, reverse engineer (save as and to the extent that such right may not be excluded under applicable law), disassemble, rent, lease, loan, sublicense, or create derivative works from the Platform;

10.2 resell or transfer the Platform or use of or access to the Platform;

10.3 copy, modify, reproduce, republish, distribute, transmit, or use for any purpose any part of the Platform or Content except as otherwise provided in this Agreement; or

10.4 download or save a copy for any purpose of any of the screens appearing on the Platform, except as permitted in these TOU.

11. Without limiting the generality of the TOU, you shall not, while using the Platform, knowingly or intentionally post, publish, transmit, or distribute:

11.1 advertisements, solicitations, chain letters, pyramid schemes, any other unsolicited commercial communication, or any spamming or flooding transmissions; or

11.2 documents, images, information, software, or other material that infringes or violates any intellectual property rights, publicity/privacy rights, law, or regulation, that are defamatory, harmful to minors, obscene, or child pornographic, or that are materially false, misleading, or inaccurate;

11.3 documents, images, software, or other material that contains any Viruses or programming routines intended to damage, surreptitiously intercept, or expropriate any system, data, or personal information ("**Harmful Component**").

12. You agree to use up-to-date, industry standard Virus detection devices to minimize the risk of transmitting any Harmful Component to the Platform. The Company may remove from the Platform any Content that violates section 11. However, the Company is under no obligation to review the Content for accuracy or potential liability.

13. You agree to keep your Client ID safe and secure and not disclose it to any other person.

14. You agree not to violate any laws or regulations concerning the Processing of Personal Data. By logging into this Website you confirm that you have expressly consented to your Personal Data being Processed by the Company on behalf of the employer or principal that you represent. The Company



accordingly is free to use and maintain information provided by you in accordance with the Company's privacy policy.

### **Limitation of Liability and Disclaimer of Warranties**

15. You acknowledge and agree that the Platform and Website are provided as a service to the Company's Customers. The Company is not undertaking and specifically disclaims any duties to you.

16. The company makes no warranties express or implied, to you regarding the information contained in the platform.

### **Definitions**

17. Terms defined in the text of these TOU have the definitions supplied at the point of definition. In addition:

**"Client ID"** means one or more secret usernames, passwords or logon codes that are unique to an individual and assigned by the Company for the sole use of that individual to access and use the Platform on the terms of these TOU and, in the case of a Customer User, the terms of the customer user agreement between the Company and the Customer which authorised the individual to use the Platform.

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**"Content"** means all data, information, or other content of any form contained on the Website or on the Platform.

**"Personal Data"** means any information of whatever nature satisfying the definition of "personal data" in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 that, by whatever means, is provided to the Company by the Customer, is accessed by the Company on the authority of the Customer or is otherwise received by the Company on the Customer's behalf, for the purposes associated with enabling the Company to perform its obligations under this Agreement.

**"Platform"** means the Services and the Hosting System.



**“Process/Processing”** means any operation or set of operations which is performed upon personal data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

**“Virus”** means any thing or device (including any software, code, file or programme) that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network; any telecommunications service, equipment, or network; or any other service or device; or that may prevent, impair, or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering, or erasing the programme or data in whole or part or otherwise); or that may adversely affect the user experience, including worms, trojan horses, viruses, and other similar things or devices.

**“Website”** means the Company’s proprietary Internet website that is the foundation for the Platform and includes all updates, modifications, enhancements, and upgrades thereto.

## Miscellaneous

18. **Governing Law.** These TOU shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with these TOU or legal relationships created thereby, or any breach by you.

19. **Assignment.** You may not assign or delegate any part of these TOU. The Company may assign these TOU to another entity under its control or under common control with the Company.