



## **Terms of Service Agreement - Use of Stripe Connect**

### **1. Introduction**

Compiled is the trading name of Compiled Social Limited, Company Number 13176899 whose registered office is 43 Coniscliffe Road, Darlington, Co. Durham, United Kingdom, DL3 7EH. (Compiled, Company, Us, We, Our, Service).

This is a legal contract between you as an individual or the legal entity that you represent (having full authority to act on behalf of the entity) (You, Your). By using our service and/or signing up for a Compiled account you are legally bound to the terms of this agreement.

### **2. Definitions**

#### **Service**

The website provided at <https://cosoc.com>, its API or any associated subdomain

#### **Agreement, Terms, Terms of Service**

This document, titled "Terms of Service Agreement - Use of Stripe Connect"

#### **You, User, Customer**

Any individual, business or organisation that has accepted these Terms by using or with intent to use the Compiled Service

## **Website**

The Compiled website located at <https://cosoc.com> and any valid subdomains

## **Privacy Policy**

The privacy policy located at <https://cosoc.com/privacy.pdf>

## **3. Acceptance of Terms**

By using the Compiled Service in any form You submit to being bound by these Terms and any additional terms and conditions in any policies mentioned in or linked to in this Agreement.

If You are acting on behalf of a company or other legal entity with authority, its affiliates and all users who access the Compiled Service through your account are then also bound to these Terms, and you warrant and represent that you are authorised to act on behalf of such legal entity or company and to bind them to these Terms accordingly.

Compiled is a software product to help merchants receive online payments. We do not store or hold your payment method or card details and no monetary transactions take place through our servers. Any payment transactions go directly into the merchants Stripe account.

## **4. Individuals, businesses, entities or organisations who make a payment to a Compiled merchant**

By making a payment to a Compiled merchant, you understand that the contract of sale is between you and the merchant, Compiled is not responsible for any refunds, fulfilment issues, the accuracy of descriptions, product warranties or images used. If you have a dispute over a purchase this is solely the responsibility of the merchant and agree to indemnify and hold harmless Compiled against any claim, action or dispute regarding your purchase and any related issues.

## 5. Stripe

Compiled uses the Stripe platform and API and your Stripe account, through Stripe Connect to process debit and credit card payments for your Compiled account and products. Compiled as defined by the Stripe Terms of Service is a "Partner Application".

By using the Compiled Service and agreeing to these Terms you also accept and are bound by [Stripe's Terms of Service](#). If you make use of Compiled's gateway, which is powered by Stripe custom accounts, you are additionally bound by the [Stripe Connected Account Agreement](#).

You, the User understand and agree that Compiled shall not be held liable for any payments and monetary transactions that occur through Your use of the Service and that all such payments and transactions are handled by Stripe. You agree that Compiled shall not be held liable for any issues regarding financial and monetary transactions between You and any other party, including Stripe.

You are solely responsible for all transactions (one-off, product purchases, recurring subscriptions, refunds and cancellations) processed through Compiled and/or Stripe. Compiled will not be liable for any losses or damages arising from invalid or fraudulent transactions through usage of the Service or connected Stripe accounts. This includes but is not limited to transactions that were not processed due to a network communication issue. If you process a transaction it is Your responsibility to ensure it has been fully settled.

Compiled uses the Stripe API to run this Service, the Stripe API is subject to change at any time and such changes may adversely affect this Service. You hereby concede to holding Compiled liable for any affects intentional or unintentional that Stripe's actions may cause to Your Compiled account, Your Stripe account, or Your business.

You must not process credit or debit cards through Compiled which you are not authorised to do so, or which are stolen.

You understand that you are subject to any fees Stripe charges for all transactions made through Compiled and Your Stripe account.

## **6. Taxes**

You are solely responsible for calculating, reporting (to the relevant tax authority) and paying any taxes incurred as a result of payments received as a result of using the Compiled Service.

## **7. Customer Service**

You understand that You are responsible for all customer service issues regarding your products, services and transactions, including pricing issues, order fulfilment, cancellations, refunds, returns, functionality and warranty, technical support, customer feedback concerning your policies, staff or processes. You will clearly distinguish Yourself as a separate entity from Compiled. Compiled will be responsible for customer service issues relating to Compiled accounts.

## **8. Accounts**

In order to accept payments through the Compiled Service, you must set up an account. During the account setup process You will be asked to enter an email address and legal name, You must accurately provide the name of Your business or Your legal full name and a valid email address for You or Your company and connect an authorised Stripe account.

You may not use the Service to sell or distribute offensive (as determined by Compiled) or illegal content (goods, software, products or material). Offensive and illegal content include things that are related to drugs, gambling, or things that promote hate or violence towards others. Should you distribute offensive or illegal content, you will have your account immediately suspended and all data there-in deleted.

## **9. Security**

We have a [Privacy Policy](#) detailing the measures we take to protect your data, however, we cannot guarantee that unauthorised parties will never be able to bypass those measures and gain unauthorised access to Your account or data. If you make use of the Service, You hereby consent to provide all such personal information regarding You or Your Payers at Your own risk.

You are responsible for protecting Your Compiled and Stripe accounts email addresses, usernames and passwords. Compiled will not be held liable for any losses or damages arising from Your failure to maintain the security of such credentials. Compiled and Stripe offer two-factor authentication which Compiled highly recommends that You use.

## **10. Updating Terms of Service**

Compiled reserves the right to update, modify or replace any of these Terms, suspend or discontinue the Service at any time by posting a notice on the homepage or informing You via Email. Compiled may also impose a restriction on any parts of the Website or features without notice or liability.

Your continued use of the Service constitutes acceptance of any changes in Terms and you are responsible to check from time to time of changes in this Agreement.

## **11. Copyright**

The Compiled name, logos, domain names and other distinguished brand features are protected by copyright laws.

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you have a right to grant, to Compiled a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name,

voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and company names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under these Terms of Use.

## **12. Email may not be used to provide notice**

Communications made through the Service's email and messaging system will not constitute legal notice to the Site, the Service, or any of its officers, employees, agents or representatives in any situation where legal notice is required by contract or any law or regulation.

## **13. Third-party services**

You acknowledge that Compiled uses third-party services to provide the necessary servers and services required to run the Service and cannot be held responsible for any interruption to the Service as a result of these third party services.

## **14. Usage**

You expressly agree not to use the Service for any purpose that is prohibited by this Agreement.

As an example, but not limited to, You agree not to take any action through the Service that:

- Infringes any patent, trademark, copyright or trade secret.
- You know is misleading or dishonest

- Is illegal, abusive, harassing, deceptive, fraudulent, obscene, offensive, profane or invasive of another parties privacy.
- Contains malicious software or viruses designed to cause harm, disruption or gain unauthorised access to any system, data, an account of Compiled, Stripe or any other platform.
- Falsely represents You, or impersonates any other party.
- Bypass any software, hardware or physical security measures Compiled has put in place to restrict access to the System
- Uses automated software to create accounts, crawl or harvest data from the Service
- Places an unreasonable load (as determined by Compiled) on Compiled's servers or network.

## **15. No Guarantee**

Compiled does not guarantee uninterrupted access and operation of the Service. From time to time there may be service disruptions outside Compiled's control.

## **16. ONLINE CONTENT DISCLAIMER**

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by the Site, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

We do not guarantee the accuracy, completeness, or usefulness of any information on the Site or the Service nor do we adopt nor endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by other parties. We take no responsibility and assume no liability for any User Content that you or any other user or third party posts or sends via the Service. Under no circumstances will we be responsible for any loss or damage resulting from anyone's reliance on information or other content posted on the Service, or transmitted to users.

Though we strive to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable when you use or access the Site or the Service. We reserve the right but have no obligation, to monitor the materials posted in the public areas of the Site or the Service or to limit or deny a user's access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. [E-mails sent between you and other participants that are not readily accessible to the general public will be treated by us as private to the extent required by applicable law.] The Company shall have the right to remove any material that in its sole opinion violates or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Service or violation of these Terms of Use, please contact us at [compiled@compiled.social](mailto:compiled@compiled.social).

## **17. WARRANTY DISCLAIMER**

THE SERVICE, IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SERVICE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO YOU.



## **18. LIMITATION OF DAMAGES;**

RELEASE TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE SITE, THE SERVICE, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER ARISING, THAT RESULT FROM: (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH USE OR WITH ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

If you have a dispute with one or more users, a merchant of a good, product or service that you pay using the Service, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

## **19. MODIFICATION OF TERMS OF USE**

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check the Site from time to time to view any such changes in this agreement. Your continued use of the Site or the Service signifies your agreement to our revisions to these Terms of Use. We will endeavour to notify you of material changes to the Terms by posting a notice on our homepage and/or sending an email to the email address you provided to us upon registration. For this additional reason, you should keep your contact and profile

information current. Any changes to these Terms (other than as set forth in this paragraph) or waiver of our rights hereunder shall not be valid or effective except in a written agreement bearing the physical signature of one of our officers. No purported waiver or modification of this agreement on our part via telephonic or email communications shall be valid.

YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE, UNDERSTAND THE TERMS OF USE, AND WILL BE BOUND BY THESE TERMS AND CONDITIONS.