

Data Transfers Addendum

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1. Introduction

This Data Transfers Addendum is incorporated by reference into the data processing agreement between User and Stripe , which governs Stripe's and its Affiliates' Processing of Personal Data). Any capitalized terms not defined in this Data Transfers Addendum have the meanings given to them in your DPA or Agreement.

Europe

2. Order of Precedence

If, in connection with Stripe providing the Services to User, more than one Data Transfer Mechanism could apply to a transfer of Personal Data, User and Stripe agree that the transfer will be subject to one Data Transfer Mechanism only, according to the following order of precedence:

(a) the Data Privacy Framework;

(b) the EEA SCCs or the UK International Data Transfer Addendum, as applicable.

3. Data Privacy Framework

Stripe, LLC is self-certified under the Data Privacy Framework. When User transfers Personal Data originating from the EEA, the UK or Switzerland to Stripe in the United States, Stripe, LLC will receive the Personal Data under the Data Privacy Framework and, when processing that Personal Data, will comply with the data privacy principles and relevant supplemental principles set out in the Data Privacy Framework.

Stripe will notify User without undue delay if its self-certification under the Data Privacy Framework is withdrawn, terminated, revoked, or otherwise invalidated (in which case, an alternative Data Transfer Mechanism will apply according to this Data Transfers Addendum). Stripe’s Data Privacy Framework Policy is available at www.stripe.com/legal/data-privacy-framework.

4. The EU Standard Contract Clauses

Module 1 (Transfer: Controller to Controller), Module 2 (Transfer: Controller to Processor) and Module 3 (Transfer: Processor to Processor) of the EEA SCCs, each as completed and supplemented as set out in this Data Transfers Addendum, apply to a transfer by User to Stripe, LLC of Personal Data that is subject to DP Law in the EEA and Processed under User's DPA.

Module 1 (Transfer: Controller to Controller)	▼
Appendix to Module 1 (Transfer: Controller to Controller)	▼
Module 2 (Transfer: Controller to Processor)	▼
Appendix to Module 2 (Transfer: Controller to Processor)	▼
Module 3 (Transfer: Processor to Processor)	▼
Appendix to Module 3 (Transfer: Processor to Processor)	▼

5. UK International Data Transfer Addendum

The UK International Data Transfer Addendum, completed and supplemented according to this Data Transfers Addendum, applies to a transfer by User to Stripe, LLC of Personal Data that is subject to DP Law in the United Kingdom and Processed under User's DPA.

Part 1: The Parties



Part 2: Mandatory Clauses



6. Personal Data transfers from Switzerland

The EEA SCCs, supplemented by this Data Transfers Addendum and adapted as follows, applies to a transfer by User to Stripe, LLC of Personal Data that is subject to DP Law in Switzerland and Processed under the DPA:

6.1. A reference to “Member State” will not be interpreted to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland).

6.2. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are replaced with “Switzerland”.

6.3. To the extent the transfer of personal data is governed by the Swiss Federal Act on Data Protection, the Swiss Federal Data Protection and Information Commissioner will act as the competent supervisory authority; to the extent the transfer of personal data is governed by the GDPR, the supervisory authority determined in Annex IC of the EEA SCCs will act as the competent supervisory authority; any references to the "competent supervisory authority" will be interpreted accordingly.

7. Supplemental Clauses to the EEA SCCs

7.1. Personal Data will be encrypted both in transit and at rest using encryption technology by Stripe, LLC.

7.2. Stripe, LLC will resist, to the extent permitted by Law, any request under Section 702 of Foreign Intelligence Surveillance Act (“**FISA**”).

7.3. Stripe, LLC will use reasonably available legal mechanisms to challenge any demands for data access through the national security process that it may receive in relation to data exporter’s data.

7.4. No later than the date on which User’s acceptance of the DPA that incorporates or references this Data Transfers Addendum becomes effective, Stripe, LLC will notify User of any binding legal demand for the Personal Data it has received, including national security orders and directives, which will encompass any process issued under Section 702 of FISA, unless prohibited under Law.

7.5. Stripe, LLC will ensure that its data protection officer has oversight of Stripe, LLC's and its Affiliates’ approach to international data transfers.

8. Operation of the EEA SCCs

User and Stripe agree that the application of the EEA SCCs to each transfer made under this Data Transfers Addendum will be interpreted as follows:

8.1 When User is acting as a Data Controller, Module 1 (Transfer: Controller to Controller), and Module 2 (Transfer: Controller to Processor) will apply to the relevant data transfer.

8.2 If and to the extent, User is acting as a Data Processor, Module 3 (Transfer: Processor to Processor) will apply to the relevant data transfer. Taking into account the nature of the processing, User agrees that Stripe may not know the identity of User’s Data Controllers because Stripe has no direct relationship with User’s Data Controllers and therefore, User will fulfil Stripe’s obligations to User’s Data Controllers under Module 3 (Transfer: Processor to Processor).

8.3. *Clause 8.1(a) of the EEA SCCs, Module 2 (Transfer: Controller to Processor) and Module 3 (Transfer: Processor to Processor): Instructions.* The DPA and the Agreement are User's complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be agreed separately in writing by User and Stripe. For the purposes of Clause 8.1(a) of Module 2 (Transfer: Controller to Processor) and/or Module 3 (Transfer: Processor to Processor) of the EEA SCCs, the Processing described in the DPA is deemed an instruction by User to Process Personal Data.

8.4. *Clause 8.9 of the EEA SCCs, Module 2 (Transfer: Controller to Processor) and Module 3 (Transfer: Processor to Processor): Audit.* User acknowledges and agrees that User exercises User's audit right under Clause 8.9 of Module 2 (Transfer: Controller to Processor) and/or Module 3 (Transfer: Processor to Processor) of the EEA SCCs by instructing Stripe, LLC to comply with the audit measures described in the DPA.

8.5. *Clause 9(c) of the EEA SCCs, Module 2 (Transfer: Controller to Processor) and Module 3 (Transfer: Processor to Processor): Copies of Sub-processor Agreements.* User and Stripe agree that, following User's request, Stripe, LLC will provide copies of the Sub-processor agreements that must be provided to User under Clause 9(c) of Module 2 (Transfer: Controller to Processor) and/or Module 3 (Transfer: Processor to Processor) of the EEA SCCs, provided that Stripe, LLC may (i) redact or remove all commercial information or clauses unrelated to the EEA SCCs or their equivalent and (ii) determine the manner in which to provide the copy agreements to User.

8.6. *Application of the Agreement.* The EEA SCCs are incorporated into the Agreement. As between User, and Stripe, LLC and its Affiliates, to the greatest extent permitted by Law, the limitations and exclusions of liability set out in the Agreement apply to the EEA SCCs.

Rest of World

9. Personal Data transfers from Thailand

The EEA SCCs, supplemented by this Data Transfers Addendum and adapted as follows, applies to a transfer by User of Personal Data that is subject to the Personal Data Protection Act B.E. 2562 (“**PDPA**”) to Stripe and its Affiliates located in jurisdictions that do not, for the purposes of the PDPA, have adequate Personal Data protection standards, and is Processed under User's DPA:

9.1. A reference to “applicable laws” will be interpreted to include the PDPA; and

9.2. References to the “European Union”, “Union”, “EU”, “EU Member State”, “Member State” and “EU or Member State” are replaced with “Thailand”.

10. Personal Data transfers from CBPR and PRP participating economies

Stripe Processes Personal Data in accordance with the Cross Border Privacy Rules (“**CBPR**”) and Privacy Rules for Processor (“**PRP**”) frameworks. Where CBPR and/or PRP are recognized as a valid transfer mechanism under DP Law, Stripe will transfer Personal Data in accordance with the CBPR and PRP certifications Stripe, LLC has obtained.

11. Personal Data transfers from Brazil

The Brazilian Standard Contractual Clauses (“**Brazilian SCCs**”), supplemented by this Data Transfers Addendum and adapted as set out in this Section, apply to the transfer of Personal Data subject to the Brazilian General Data Protection Law (“**LGPD**”), from Brazil to a third country or territory without an adequacy decision from the Brazilian National Data Protection Authority.

Module 1 (Transfer: Controller to Controller)



Module 2 (Transfer: Controller to Processor)



12. Personal Data transfers from the United Arab Emirates (UAE)

12.1 UAE onshore. The EEA SCCs, supplemented by this Data Transfers Addendum and adapted as set out below, applies to a transfer by User of Personal Data that is subject to the United Arab Emirates (“**UAE**”) Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (“**PDPL**”). The EEA SCCs shall apply as applicable and be amended to comply with all PDPL requirements for such transfers, including:

1. The "competent supervisory authority" and "supervisory authority" shall be replaced with the "applicable UAE supervisory authority".
2. References to "Regulation (EU) 2016/679", "Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation)" and "that Regulation" are all replaced by "the UAE's Personal Data Protection Law". References to specific Article(s) of "Regulation (EU) 2016/679" are replaced with the equivalent Article or Section of the UAE's Personal Data Protection Law.

3. References to Regulation (EU) 2018/1725 shall be omitted.
4. References to the "European Union", "Union", "EU", "EU Member State", "Member State" and "EU or Member State" are all replaced with the "United Arab Emirates".
5. The reference to "Clause 12(c)(i)" at Clause 10(b)(i) of Module 1 is replaced with "Clause 11(c)(i)".
6. Clause 13(a) and Part C of Annex I are not used and shall be omitted.
7. Clause 16(c) is supplemented by: "(iv) a UAE supervisory authority makes regulations that cover the transfer of personal data to which these Clauses apply;"
8. Clause 17 is replaced with: "These Clauses are governed by the federal laws of the UAE."
9. Clause 18 is replaced with: "Any dispute arising from these Clauses shall be resolved by the courts of the UAE. The Parties agree to submit themselves to the jurisdiction of such courts."

12.2 Financial Free Zones. The provisions in this Section 12.2 apply solely if and to the extent that the User (as Data Exporter) is subject to the data protection laws of the Abu Dhabi Global Market ("ADGM") or **Dubai International Financial Centre ("DIFC")** and is transferring Personal Data to Stripe for processing in a country not deemed to provide adequate protection for Personal Data by the relevant competent authority of the DIFC and ADGM respectively:

(a) **ADGM.** Stripe shall comply with the data importer's obligations and User shall comply with the data exporter obligations set out in the ADGM Standard Data Protection Contractual Clauses namely Module 1 (Controller-to-Controller), Module 2 (Controller-to-Processor) and Module 3 (Processor-to-Processor) issued by the ADGM Office of Data Protection ("**ADGM SCCs**"), each to the extent applicable, incorporated into and form part of this Agreement. For the purposes of: (a) Clause 5 of the ADGM SCCs, the optional docking clause is deemed to be omitted; (b) Clause 9 of the Modules 2 and 3 of the ADGM SCCs, Option 2 is selected and the time period is 30 days; (c) Clause 11 of the ADGM SCCs, the optional redress wording is deemed to be omitted; (d) for purposes of Section A of Annex I of the ADGM SSCs, the name, address, contact details and signature is as set out in this Data Transfer Agreement or DPA; (e) for the purposes of Section B of Annex A, the processing details set out in the Appendices to the EU Standard Contractual Clauses shall apply (where relevant); and (f) for the purposes of Annex II, the technical and organizational measures set out in the Agreement and the DPA (as applicable) shall apply.

(b) **DIFC.** Stripe shall comply with the data importer's obligations and User shall comply with the data exporter obligations set out in the DIFC Standard Data Protection Contractual Clauses issued by the DIFC Data Protection Commissioner's Office ("**DIFC SCCs**"), which are incorporated into and form part of this Data Transfer Agreement, for that particular transfer of Personal Data. For the purposes of: (a) Clause 7 of the DIFC SCCs, the optional docking clause is deemed to be

omitted; (b) Clauses 9(1)(a) and 9(2)(a) of the DIFC SCCs, Option 2 is selected and the time period is 30 days; (c) Clause 16(6) of the DIFC SCCs, the optional termination clause is omitted; (d) for the purposes of Appendix 1 of the DIFC SCCs, the Parties’ details as set out in the DPA or Agreement will apply and the processing details set out in the Appendices to the EU Standard Contractual Clauses shall apply (where relevant); and (e) for the purposes of Appendix 2 of the DIFC SCCs, the technical and organizational measures set out in the Agreement and the DPA (as applicable) shall apply.

Legal

Stripe Privacy Policy & Privacy Centre

- Stripe Privacy Center
- Data Processing Agreement
- Data Transfer Addendum
- Supplier Data Processing Agreement
- Supplier Data Transfers Addendum
- Data Privacy Framework
- Sub-Processors List
- Cookies Policy



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(English)

Products & pricing

- Pricing
- Atlas
- Authorisation Boost
- Billing
- Capital
- Checkout
- Climate
- Connect
- Crypto

Solutions

- Enterprises
- Startups
- Agentic commerce
- Crypto
- E-Commerce
- Embedded finance
- Finance automation
- Global businesses
- In-app payments

Resources

- Guides
- Customer stories
- Blog
- Community
- Sessions annual conference
- Privacy & terms
- Prohibited & restricted businesses

Data Pipeline
Elements
Financial
Connections
Identity
Invoicing
Issuing
Link
Managed Payments
Payment links
Payments
Payouts
Radar
Revenue
Recognition
Stripe Sigma
Tax
Terminal
Treasury

Marketplaces
Money management
Platforms
SaaS
AI companies
Creator economy
Fintech
Gaming
Hospitality, travel
and leisure
Insurance
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entertainment
Non-profits
Professional services
Public sector
Retail
**Integrations &
custom solutions**
Stripe App
Marketplace
Stripe Partner
ecosystem
Professional services

Licences
Sitemap
Cookie settings
Impressum
More resources
Company
About
Product roadmap
Careers
Newsroom
Stripe Press
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Managed support
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Developer blog

