

# Xero's payments terms

**Last updated on 4 March 2025.** The updates include new terms for payments with Crezco in the United Kingdom and payments with BILL in the United States. The updates are effective immediately for all new users of the payment services listed in these terms and for current users of online payments with Stripe. The updates will take effect on 3 May 2025 for current users of payments with Crezco and BILL.

## Introduction

These are your legal rights and obligations, so please read everything. If you connect to, or use, a payments service that's listed in these terms with your Xero organisation, these terms apply to you and your invited users. If you're the subscriber, you're responsible for all your invited users' activity, including where they connect a payments service to your Xero organisation.

These terms incorporate, and are in addition to, the Xero <u>terms of use</u> that apply to your use of our services generally.

In these terms, we also use some words that are defined in our <u>terms of use</u> (like 'subscription' and 'personal data') - check out the definitions for those words in our <u>terms of use</u>.

This introduction and the general terms below apply to all payments services listed in these terms. There are also specific terms that apply to individual payment services:

## **Payments with Stripe**

# **Payments with Crezco**

## **Payments with BILL**

If you still have questions or comments after you've read these terms, please go to **Xero Central** to get in touch. We'd love to help.

#### **Payments with Stripe**

- **1. Application**: If you are located in Australia, Canada, New Zealand, the United Kingdom or the United States and you connect Stripe to your Xero organisation (so you can accept online payments from customers through your Xero invoices), these terms apply to you and your invited users.
- **2. Xero and Stripe**: When we say **Xero**, **we**, **our** or **us**, we're talking about Xero, Inc. (even if, under our **terms of use**, you contract with another Xero entity for your subscription generally). When we say **Stripe** in these terms, we're talking about the Stripe entity listed in the Stripe Connected Account Agreement for your location.
- 3. Agreement to Stripe's terms: When you connect Stripe to your Xero organisation, you enter into a direct relationship with Stripe and you agree to the Stripe Connected Account Agreement for your location (Australia, Canada, New Zealand, United Kingdom or United States) (Stripe Connected Account Agreement), which incorporates the Stripe Services Agreement for your location (Australia, Canada, New Zealand, United Kingdom or United States) (Stripe Services Agreement). Some payment methods have specific terms that apply to them you can find these terms in the Stripe Services Agreement for your location. These agreements are between you and Stripe and Xero is not a party to those agreements.
- **4. Stripe as payments processor**: The processing of payments is provided by Stripe under the Stripe Connected Account Agreement for your location. Xero doesn't assume any responsibility for the processing of payments. You consent to us administering a Stripe account for you.

- **5. Payment fees**: The fees for payments with Stripe may vary by region and are set out on our <u>website</u>. Depending on your region, the fees may be inclusive or exclusive of transactional taxes where relevant (like VAT, GST or sales tax), as reflected in the pricing and fees page on our **website**.
- **6. Surcharging**: Xero invoicing allows you to set a surcharge rate to pass the credit or debit card payment fee on to your customer. In some jurisdictions, surcharging credit and/or debit card payment fees to your customers is not allowed or is limited. It is your responsibility to comply with applicable laws, including by disclosing any surcharging.
- **7. Stripe indemnity**: You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, your breach of the Stripe Connected Account Agreement. This is so Xero can meet its obligations to Stripe, and it means that you'll be responsible if you breach your agreement between you and Stripe. You may also separately be responsible to Stripe.
- **8. New payment methods**: You agree that when new payment methods with Stripe become available, Xero may enable these payment methods on your behalf. By issuing invoices with the new payment methods enabled, and by using these payment methods, you agree to any specific terms and applicable fees for that payment method. If you do not want to use a new payment method, you can turn this off in your settings.
- **9. Existing invoices**: When you set up payments with Stripe, or you add a new payment method, or Xero enables a new payment method on your behalf, the selected payment methods will be available on all future invoices and any invoices which you have already issued but have not yet been paid.
- 10. Restricted businesses: You must not use payments with Stripe to run, pay or receive a payment from a business listed as a restricted business for your location (Australia, Canada, New Zealand, United Kingdom or United States) (restricted business). If you realise one of your customers is a restricted business, you need to let us know quickly.
- **11. Transferring your Stripe account**: If you transfer your Xero subscription to a new subscriber, you'll also need to transfer your Stripe account. You'll need to contact Stripe directly to arrange a transfer.

## **Payments with Crezco**

- **12. Application**: If you are located in the United Kingdom and you connect Crezco to your Xero organisation so you can make payments, these terms apply to you and your invited users.
- **13. Xero and Crezco**: When we say **Xero**, **we**, **our** or **us**, we're talking about Xero (UK) Limited. When we say Crezco in these terms, we're talking about Crezco Limited, a payment institution that is authorised by the Financial Conduct Authority to provide payment services.
- **14. Agreement to Crezco's terms**: When you connect Crezco to your Xero organisation, you enter a direct relationship with Crezco and you agree to Crezco's <u>Terms of Use</u> and <u>Privacy Policy</u> (the **Crezco Terms**). The Crezco Terms are between you and Crezco and Xero is not a party to those agreements.
- **15. Crezco as payments processor**: The processing of payments is provided for you by Crezco under the Crezco Terms. Xero doesn't assume any responsibility for the processing of payments. You consent to us administering a Crezco account for you.
- 16. Payment fees: The fees for payments with Crezco are set out on our website, and exclude VAT.
- **17. Crezco indemnity**: You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, your breach of the Crezco Terms. This is so Xero can meet its obligations to Crezco, and it means that you'll be responsible if you breach your agreement between you and Crezco. You may also separately be responsible to Crezco.

### **Payments with BILL**

- **18. Application**: If you are located in the United States and you connect BILL to your Xero organisation so you can make payments, these terms apply to you and your invited users.
- **19. Xero and BILL**: When we say **Xero**, **we**, **our** or **us**, we're talking about Xero, Inc. When we say **BILL** in these terms, we're talking about Bill.com, LLC an **authorized money transmission service provider**.
- **20. Agreement to BILL's terms**: When you connect BILL to your Xero organisation, you enter a direct relationship with BILL and you agree to BILL's **General Terms of Service**, including the **BILL Acceptable Use Policy**, **BILL Privacy Notice**, and **BILL Network Rules** (collectively the **BILL Terms**). The BILL Terms are between you and BILL and Xero is not a party to those agreements.
- **21. BILL as payments processor**: The processing of payments is provided for you by BILL under the BILL Terms. Xero doesn't assume any responsibility for the processing of payments. You consent to us administering a BILL account for you.
- 22. Payment fees: The fees for payments with BILL are set out on our website, and exclude applicable taxes.
- **23. BILL indemnity**: You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, your breach of the BILL Terms. This is so Xero can meet its obligations to BILL, and it means that you'll be responsible if you breach your agreement between you and BILL. You may also separately be responsible to BILL.

#### **General terms**

- **24. Consent to share data**: Before you enter the personal data of others (such as your customers) into Xero, you must get their consent to us collecting, using and sharing (for example, with the payments partner) their personal data.
- **25. Use of data**: While using a payments service, you may enter data (including personal data of yourself and others) into Xero or your payments partner account, or provide this data to our payments partners. We may use or share that data for the purposes listed in our **terms of use**, **privacy notice** and **data processing terms** (if they apply). We may also share that data with the relevant payments partner.
- **26. Beta products**: Sometimes, a payments service might include features or services marked as 'beta'. Because of the nature of these services, you use them at your own risk. We might withdraw these services or make significant changes to them. We will reasonably endeavour to notify you if the service is released commercially.
- **27. Payment fees**: These payments services are additional services of the kind described in section 17 of our **terms of use**. When you use these services, you will be required to pay us fees (**payment fees**) based on your usage. These payment fees form part of these terms.
- **28. Updating payment fees**: We may update or amend payment fees from time to time. As with any other changes to our terms, changes to payment fees won't apply retrospectively and, if we make changes and you use these services, we'll make every effort to let you know (take a look at section 66 of our **terms of use** to see how and when we'll notify you).
- **29. Change to payments partner**: We may decide to use a third party other than those referenced above to process payments. If we do that, we'll notify you in accordance with section 66 of our **terms of use**.