

Stripe Payment Instructions

Effective March 18, 2020

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These Stripe Payment Instructions (“**Stripe Instructions**”) apply to all Service Contracts between Customer and Driver. These Stripe Instructions govern all payments for Delivery Services paid by Customer to Driver through the Stripe payment processing service QWQER provides to its Customers.

To the extent permitted by applicable law, we may modify these Stripe Instructions without prior notice to you, and any revisions to these Stripe Instructions will take effect when posted on the Site unless otherwise stated. Please check the Site often for updates.

These Stripe Instructions hereby incorporate by reference the [Terms of Service](#) (“**Terms of Service**”). Capitalized terms not defined in these Stripe Instructions are defined in the [User Agreement](#), elsewhere in the Terms of Service, or have the meanings given such terms on the Site.

1. DIGITAL SIGNATURE

By clicking to pay for a Delivery (a “**Delivery Approval**”) or to accept a Mileage-Based Contract, Customer and Driver are deemed to have executed these Stripe Instructions electronically, effective on the date Driver clicks to accept the engagement, pursuant to California Civil Code section 1633.8 and the federal Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Sec. 7001, et seq., as may be amended from time to time (the “**E-Sign Act**”). Doing so constitutes an acknowledgement that you are able to electronically receive, download, and print these Stripe Instructions. All references to the Stripe payment processing in these Stripe Instructions will include the initial Delivery Approval and any additional Delivery Approval for a Fixed-Price Contract.

2. RELEASE AND DELIVERY OF AMOUNTS IN STRIPE PAYMENT PROCESSING

Customer and Driver irrevocably authorize and instruct QWQER Stripe payment processing Inc. (“**QWQER Stripe payment processing**”) to release applicable portions of the Fixed Price Stripe payment processing Account (each portion, a “**Release**”) to their Driver Stripe payment processing Account or Customer Stripe payment processing Account, as applicable, upon the occurrence of and in accordance with one or more Release Conditions provided below or as otherwise required by applicable law or the Terms of Service. The amount of the Release will be delivered to the applicable Stripe payment processing Account in accordance with Driver’s or Customer’s instructions, as applicable, these Stripe Instructions, and the other Terms of Service.

2.1 RELEASE CONDITIONS

As used in these Stripe Instructions, “**Release Condition**” means any of the following:

1. Customer clicks to release funds to Driver.
2. Customer does not take any action for 14 days from the date of a Driver’s Release request, in which case Driver and Customer agree that QWQER Stripe payment processing is

authorized and irrevocably instructed to immediately release to Driver the amount associated with the applicable Delivery in connection with such Release request.

3. Driver cancels the contract before a Delivery payment has been released to Driver, in which case the funds are to be returned to the Customer.
4. Customer and Driver have submitted joint written instructions for a Release of Service Fees to Driver.
5. Customer and Driver agree to close the contract without release of funds, in which case the funds are to be returned to the Customer.
6. Customer or Driver has failed to make its Arbitration payment or paid its fair share of the Arbitration costs pursuant to the Dispute Assistance Program, in which case the funds are released to the Party that has made its Arbitration Payment.
7. Both Customer and Driver have failed to timely submit to Arbitration for an unresolved Dispute as such term is defined in the Dispute Assistance Program, in which case the funds are released to the Customer.
8. Customer or Driver has failed timely to respond to an QWQER Dispute Assistance notification as required by the Dispute Assistance Program, in which case the funds are released to the User that has participated.
9. Customer or Driver otherwise has failed to comply with the Dispute Assistance Program, in which case the funds are to be released to the User that has complied with the Dispute Assistance Program.
10. Submittal of a final award of an arbitrator appointed pursuant to the Dispute Assistance Program, in which case the funds will be released in accordance with such award.
11. Issuance of the final order of a court of competent jurisdiction from which appeal is not taken, in which case the funds will be released in accordance with such order.
12. We believe, in our sole discretion, that fraud, an illegal act, or a violation of QWQER's Terms of Service has been committed or is being committed or attempted, in which case Customer and Driver irrevocably authorize and instruct QWQER Stripe payment processing to take such actions as we deem appropriate in our sole discretion and in accordance with applicable law, in order to prevent or remedy such acts, including without limitation to return the funds associated with such acts to their source of payment.

3. INSTRUCTIONS IRREVOCABLE

On the occurrence of a Release Condition, Customer and Driver are deemed to and hereby agree that the instruction to QWQER Stripe payment processing and its wholly owned subsidiaries to release funds is irrevocable. Without limiting the foregoing, Customer's instruction to Stripe payment processing and its wholly owned subsidiaries to pay a Driver is irrevocable. Such instruction is Customer's authorization to transfer funds to Driver from the Customer Stripe payment processing Account or authorization to charge Customer's Payment Method. Such instruction is also Customer's representation that Customer has received, inspected and accepted the subject Delivery service. Customer acknowledges and agrees that upon receipt of Customer's instruction to pay Driver, Stripe payment processing will transfer funds to the Driver and that QWQER, Stripe payment processing, and other Affiliates have no responsibility to and may not be able to recover such funds. Therefore, and in consideration of services described in this

Agreement, Customer agrees that once Stripe payment processing or its subsidiary has charged Customer's Payment Method, the charge is non-refundable.

4. DORMANT ENGAGEMENTS

To be fair to Customers and Drivers, QWQER has a procedure for Mileage-Based Contracts that appear Dormant (as defined below). For purposes of determining Dormant status, "activity" means incomplete Deliveries, Mileage-Based Stripe payment processing Release, Mileage-Based Stripe payment processing Refunds, Funding requests, Release requests, requests to close the Service Contract, Status Report submittals, or actions under the Dispute Assistance Program.

A "**Dormant Engagement**" is a Service Contract that has a Mileage-Based Stripe payment processing Release initiated but that notice of incomplete Delivery is given to Stripe by Customer before payment is processed and Released to Driver. Dormant Engagements are subject to the following rules:

1. QWQER will notify Customer when the Mileage-Based Contract becomes Dormant ("**Dormant Date**").
2. If no activity other than Release requests has occurred within 7 days after the Dormant Date, QWQER will notify the Driver that the Mileage-Based Contract is Dormant.
3. If neither Driver nor Customer take any action for 7 days after the Dormant Date, Driver and Customer agree that QWQER Stripe payment processing is authorized and irrevocably instructed to immediately release Stripe payment processing funds to Customer.
4. If Driver submits a Release request and Customer does not take any action for 14 days from the date of the Release request, Driver and Customer agree that Stripe payment processing is authorized and irrevocably instructed to immediately release to Driver the amount related to the Delivery with Release request.
5. All funds released to Driver under this Section, Dormant Engagements, will be subject to the applicable Service Fees.

5. REFUNDS AND CANCELLATIONS

Customer and Driver are encouraged to come to a mutual agreement if refunds or cancellations are necessary. If there are no funds in Stripe payment processing status, Customer or Driver can cancel the contract at any time by clicking to close the contract. If funds are held in Stripe payment processing, refunds and cancellations must be initiated by Customer or Driver by following the steps below.

5.1 CANCELLATION BY DRIVER

If Driver wants to cancel a contract with funds held in Stripe payment processing, Driver must click to close the contract. When Driver clicks to close the contract, Driver and Customer agree that QWQER Stripe payment processing is authorized and irrevocably instructed to immediately release to Customer all Stripe payment processing funds associated with the contract.

5.2 CANCELLATION BY CUSTOMER

If Customer wants to cancel a contract with funds held in Stripe payment processing, Customer must click to close the contract. Driver must either click to approve or dispute the Customer's cancellation within 7 days. If Driver approves the cancellation, Driver and Customer agree that QWQER Stripe payment processing is authorized and irrevocably instructed to immediately release to Customer all Stripe payment processing funds associated with the contract. If Driver is using the Site on a mobile device and does not have the ability to approve or dispute the cancellation with a click on the mobile website or application, Driver must dispute the Customer's cancellation via support ticket within 7 days. If Driver takes no action within 7 days from the date notification of the cancellation is sent to Driver, Driver and Customer agree that QWQER Stripe payment processing is authorized and irrevocably instructed to immediately release to Customer all Stripe payment processing funds associated with the contract. If Driver disputes the cancellation, Driver and Customer will be offered QWQER Dispute Assistance (as defined in Section 6).

6. DISPUTE ASSISTANCE PROGRAM

If Customer and Driver fail to come to a mutual resolution by way of the Refund and Cancellation process as stated in Section 5, QWQER provides this Dispute Assistance Program as a mechanism to resolve the Dispute.

6.1 DEFINITIONS AND KEY DATES

1. **"Arbitration"** means binding non-appearance based Arbitration by a neutral third party as described in Section 6.
2. **"Arbitration Payment"** means Customer's or Driver's applicable portion of the costs of Arbitration as more particularly described in this Section 6.
3. **"Arbitration Limitations Date"** means the date 30 days after the date a Dispute is filed via the Site or via support ticket with QWQER.
4. **"Contract Room"** means the contract room on the Site for the particular Service Contract, including the contract terms, messages and files, and Delivery payments.
5. **"Dispute"** means a dispute between a Customer and Driver concerning a Service Contract and covered by this Dispute Assistance Program.
6. **"Dispute Assistance Deadline"** means the date 30 days after the Customer was billed for the last Delivery.
7. **"Dispute Assistance Program"** means the Dispute assistance program set forth in this Section 6.
8. **"QWQER Dispute Assistance"** means the Dispute assistance provided by QWQER as set forth in this Section 6.

6.2 AVAILABILITY OF QWQER DISPUTE ASSISTANCE

Dispute Assistance is only available (i) after initial funding of the Stripe payment processing Account associated with the Service Contract, and (ii) prior to the Dispute Assistance Deadline. Dispute Assistance is not available to either the Driver or the Customer via the Site after the Dispute Assistance Deadline.

6.3 NON-BINDING ASSISTANCE

QWQER will first attempt to assist Customer and Driver by reviewing the Dispute and proposing a mutual, non-binding resolution.

- The QWQER Disputes team will notify Customer and Driver via ticket by providing a notice of dispute along with a request for information and supporting documentation (if any).
- If both Customer and Driver respond to the notice and request for information, then the Disputes team will review the documentation submitted and any information available on the Site that pertains to the Dispute. After review, the Disputes team will propose a mutual, non-binding resolution based on the results of the review.
- The proposed resolution is non-binding; Customer and Driver can choose whether or not to agree to it. If Customer and Driver agree in writing to the proposed resolution, Customer and Driver agree that QWQER Stripe payment processing is authorized and irrevocably instructed to immediately release Stripe payment processing funds in accordance with the proposed resolution.
- If Customer or Driver rejects QWQER's proposed, non-binding resolution, they may proceed to Arbitration. If Customer and Driver do not choose to arbitrate, Driver and Customer agree that QWQER Stripe payment processing is authorized and irrevocably instructed to immediately release to Customer all funds held in Stripe payment processing.
- If Customer or Driver chooses to arbitrate by notifying QWQER via support ticket of their intent to arbitrate, QWQER will notify both Customer and Driver via ticket that they must make the Arbitration Payment within 5 business days of the notice (the "**First Arbitration Notice**"). If both parties make the Arbitration Payment (including after initial notice of non-payment), then QWQER will deliver instructions for initiating Arbitration.
- If Customer or Driver does not make the Arbitration Payment within 5 business days of the First Arbitration Notice, Driver and Customer will be deemed to have irrevocably authorized and instructed QWQER Stripe payment processing to, and QWQER Stripe payment processing will, release the disputed funds to the party that paid the Arbitration Payment to the extent that any disputed funds remain in the Stripe payment processing Account. If no funds remain in the Stripe payment processing, QWQER will close the Dispute.
- If Customer and Driver both do not make the Arbitration Payment by the Arbitration Limitations Date, then Customer and Driver will be deemed to have authorized and instructed QWQER Stripe payment processing to, and QWQER Stripe payment processing will, release the disputed funds to Customer, to the extent that any disputed funds remain in the Stripe payment processing Account, if no funds remain QWQER will close the Dispute.

6.4 ARBITRATION FOR A MILEAGE-BASED CONTRACT

Driver and Customer each has the right to demand Arbitration of a Mileage-Based Contract before the Arbitration Limitations Date if the Stripe payment processing associated with the Mileage-Based Contract has been funded at least once. If either Customer or Driver demands Arbitration in accordance with these Stripe Instructions and you are not the party that requested Arbitration, you agree to submit to the Arbitration and pay your share of the Arbitration fees detailed below. In any Arbitration, each of you and the other Member is a "**Dispute Party**," and collectively you are the "**Dispute Parties**."

Any such Arbitration will be conducted by a neutral third-party Arbitration service: the [American Arbitration Association](#) (the “AAA”). The Arbitration rules and fees for each are set out in Appendix A to these Stripe Instructions. By default, Arbitration will be conducted by AAA unless QWQER chooses another Arbitration service.

6.5 FILING THE CASE WITH THE ARBITRATOR

When a User demands Arbitration (the “**Arbitration Plaintiff**”), or when the circumstances dictate that QWQER notify a User of its right to file for Arbitration as described above, QWQER will provide the User with instructions on initiating the Arbitration. After the parties have initiated the Arbitration, QWQER will provide the arbitrator with supporting documentation including but not limited to the documents submitted to QWQER during the dispute resolution process, information available via the Site, and access to the Site.

If the Arbitration Plaintiff makes the Arbitration Payment, QWQER will contact the other party (“**Arbitration Respondent**”) to request that the Arbitration Respondent pay its portion of the Arbitration fees as well. If the Arbitration Respondent fails to make the Arbitration Payment and submit to such Arbitration within 5 business days after the First Arbitration Notice, QWQER will suspend the Arbitration Respondent’s account, and both parties will be deemed to have irrevocably authorized and instructed Stripe payment processing to, and Stripe payment processing will, release the funds sought by the Arbitration Plaintiff in the demand for Arbitration to the Arbitration Plaintiff, to the extent such funds remain in the payment processing Account. If no funds remain in the Stripe payment processing Account, QWQER will close the Dispute.

If both parties pay their portion of the Arbitration fees, QWQER will instruct the parties on the process for initiating the Arbitration with the Arbitration service provider. After the parties have initiated the Arbitration, QWQER will provide the arbitrator with relevant documentation, including information collected in the informal dispute process and contents of the Contract Room.

6.6 AUTHORIZATION TO COLLECT ARBITRATION FEES

When you electronically authorize payment of the invoice for the Arbitration Payment as delivered to you by QWQER by email, you irrevocably authorize and instruct (i) QWQER Stripe payment processing or its Affiliates, as your agent, to charge your Payment Method for the amount of the payment for credit to your Stripe payment processing Account; and (ii) QWQER Stripe payment processing, as Stripe payment processing agent, to immediately release that amount from your Stripe payment processing Account and pay it to QWQER. If Stripe payment processing or its Affiliates cannot collect sufficient funds to fulfill the Stripe payment processing for any reason, Stripe payment processing has no obligation with respect to making the payment to QWQER on your behalf, and you will be considered as not having paid your portion of the Arbitration fees as required by this Section 6.

6.7 LIMITATIONS PERIOD FOR ARBITRATIONS

If both Driver and Customer fail to demand binding Arbitration for an unresolved Dispute by the Arbitration Limitations Date, then Customer and Driver will be deemed to have irrevocably authorized and instructed

QWQER Stripe payment processing to, and Stripe payment processing will, release all funds from the Stripe payment processing Account to Customer.

6.8 ARBITRATION AWARD

You agree that the arbitrator is authorized to decide the Dispute within its discretion. You agree that the arbitrator's award is final, that it may be entered in and enforced by any court of competent jurisdiction, and that if the arbitrator delivers notice of any award to QWQER, then QWQER and Stripe payment processing have the right to treat such notice as conclusive and act in reliance thereon.

6.9 SERVICE FEES FOR STRIPE PAYMENT PROCESSING FUNDS RELEASED FOLLOWING DISPUTE ASSISTANCE

All Stripe payment processing Funds released under this program are subject to the normal Service Fees associated with Stripe payment processing Accounts, as detailed in the User Agreement and applicable Stripe Instructions.

7. NOTICES

All notices to a User required by these Stripe Instructions will be made via email sent by QWQER to the User's registered email address. Users are solely responsible for maintaining a current, active email address registered with QWQER, for checking their email and for responding to notices sent by QWQER to the User's registered email address.

8. COOPERATION WITH THE DISPUTE ASSISTANCE PROGRAM

All claims, disputes or other disagreements between you and another User that are covered by the Dispute Assistance Program must be resolved in accordance with the terms in the Dispute Assistance Program. All claims filed or brought contrary to the Dispute Assistance Program will be considered improperly filed, and QWQER will have the right to take any other action, including suspension or termination of your Account, and any other legal action as QWQER deems appropriate in its sole discretion.

9. ABUSE

QWQER, in its sole discretion, reserves the right to suspend or terminate your Account immediately upon giving notice to you if QWQER believes you may be abusing the Dispute Assistance Program or as otherwise permitted by the [Terms of Service](#). However, any Disputes for any Mileage-Based Contracts that existed prior to termination will be subject to the Terms of Service.

APPENDIX A

RULES AND FEES FOR ARBITRATIONS CONDUCTED BY THE AMERICAN ARBITRATION ASSOCIATION

This Appendix A summarizes certain pertinent contractual terms that American Arbitration Association (the "AAA") has agreed to in providing arbitration services to Customers and Drivers who choose the AAA as their arbitrator under the mileage-Based Stripe Instructions. The AAA is solely a third-party arbitration service provider. QWQER and our affiliates have no direct or indirect affiliate, partnership, joint venture, ownership or control relationship with or interest in the AAA. QWQER and our Affiliates assume no responsibility or liability for the services of the AAA.

APPOINTMENT OF THE ARBITRATOR

All Arbitrations by the AAA are conducted by a single arbitrator.

The AAA will provide the parties the opportunity to participate in arbitrator selection through a strike-and-rank process of pre-qualified arbitrators.

1. Each party will be provided with an identical list of five potential arbitrators and may have up to three calendar days to strike two potential arbitrators and rank the remaining in order of preference. If any party does not return the list within five calendar days, all persons named therein will be deemed acceptable.
2. From among the arbitrators approved on both lists and in accordance with the designated order of mutual preference, the AAA will invite the arbitrator to serve. If for any reason the appointment cannot be made according to this procedure, the AAA will have the power to make the appointment without submission of additional lists.
3. Any arbitrator will be impartial and independent and will perform his or her duties with diligence and in good faith, and will be subject to disqualification for any grounds provided by applicable law.
4. Neither QWQER nor any party or party representative will communicate ex parte with an arbitrator or candidate for arbitrator concerning the Arbitration. Notwithstanding the above, QWQER and an arbitrator may communicate ex parte solely for the purpose of enabling the arbitrator to access and use the Site, and the Contract Room, and the information contained therein, associated with the Service Contract in Dispute.

RULES OF THE PROCEEDINGS

1. The amount at issue in any claims or counterclaims relating to a Fixed-Price Contract will be limited to the sum still held in Stripe payment processing and the sum previously released from Stripe payment processing for the Fixed-Price Contract.
2. The Arbitration Plaintiff may submit a statement of the case ("**Initial Statement**"), not to exceed 1,500 words, within three business days of being notified that the case has been filed with the AAA. The Arbitration Plaintiff will post the Initial Statement to the Contract Room.
3. The Arbitration Respondent may submit a response ("**Response Statement**"), not to exceed 1,500 words, within three business days of receiving the Initial Statement. The Arbitration Respondent will post the Response Statement to the Contract Room.
4. Either party may elect to use their dispute notice form or dispute response (as applicable) in lieu of creating a separate Initial Statement or Response Statement for the Arbitration. No party may submit new or different claims after the case has been initiated.

5. All proceedings will be “on documents” and the evidence admissible will consist solely and exclusively of Contract Room contents at the time the Dispute was submitted to the QWQER Dispute resolution process. Any communication taking place outside the Contract Room must have been posted to the Contract Room within 24 hours of the original transmission of that communication in order to be admissible. Once Arbitration is initiated, the arbitrator can make an award based solely on the Contract Room contents and material submitted to initiate the Arbitration. The failure of one party or the other to respond to an arbitrator request or otherwise continue to participate in the Arbitration will not prevent the arbitrator from making an award.
6. The language of the Arbitration will be English.
7. At the arbitrator’s sole discretion, the arbitrator may permit or require the submission of additional written statements from the parties (“**Additional Arguments**”). The arbitrator is not required to permit Additional Arguments. If the arbitrator permits Additional Arguments, the arbitrator will establish the schedule and rules for the submission of such Additional Arguments, including any limits on the length of such Additional Arguments.
8. The Arbitration will conclude within 30 calendar days from the date of submission to the AAA, and the arbitrator may grant an extension for good cause not to exceed 14 calendar days.
9. Communications by either party to the arbitrator will be shared with all parties.
10. All awards will be final, non-appealable and enforceable by any court of competent jurisdiction.
11. Neither the AAA nor any arbitrator in a proceeding under these rules and procedures is a necessary or proper party in judicial proceedings relating to the Arbitration. The parties to an Arbitration under these rules and procedures will be deemed to have consented that neither the AAA nor any arbitrator will be liable to any party in any action for damages or injunctive relief for any act or omission in connection with any Arbitration under these rules and procedures.

THE AWARD

The AAA will provide QWQER and the parties with a written award promptly upon the conclusion of the Arbitration, and in no event later than 14 calendar days after conclusion of the Arbitration. At the arbitrator’s sole discretion, the arbitrator may provide, but is not required to provide, written reasons for the Award to the parties.

FEES

The fee for Arbitrations by the AAA is \$875, regardless of the amount at issue.

Each of the Dispute Parties and QWQER will share the cost equally (\$291 each).

Customer and Driver will solely bear and pay any other costs it incurs related to the Arbitration.