



Shopify Payments Terms of Service

The Terms and Conditions described herein constitute a legal agreement (“Agreement” or “Shopify Payments Terms”) between you (if your business is a sole proprietorship) or your business (if you are signing up on behalf of a corporation or other legal entity) (the “Merchant”, “you” or “your”) and Shopify Payments (USA) Inc., organized under the laws of Delaware with offices at 251 Little Falls Drive, Wilmington, Delaware 19808 (“Shopify”, “we”, “us”, or “our”).

A. The Shopify Payments Service

- 1. Our Role** The Shopify Payments service (“Shopify Payments” or the “Payments Services”) is a: (i) payment account boarding; (ii) payment underwriting; and, (iii) payment data transmission service that helps you integrate with a payment processor (the “Processor”), as described more fully in this Agreement. The Payments Services may also apply to your use of point-of-sale equipment (“POS Equipment”), subject to availability and to your election to procure the same. You hereby appoint us as your agent to deliver information and instructions on your behalf to the Processor.

Under the separate [Shopify Platform Terms of Service](#) (the “Shopify Platform Terms”), Shopify Inc. provides you with its online storefront, shopping cart, store management, marketing, and other services (collectively, the “Shopify Platform Services”). The Shopify Platform Terms are incorporated herein by reference and by accepting this Agreement you are also accepting them.

Neither Shopify Inc. nor Shopify Payments (USA) Inc. is a bank, payment institution, or money services business, but are instead, respectively, a supplier of the Shopify Platform Services supplied under the Shopify Platform Terms and of the Payments Services under this Agreement.

2. The Processor The Processor is Stripe, Inc., organized under the laws of Delaware, which is a technical services provider and may offer the services as an agent of one or more financial institutions in United States (each, a “Financial Services Provider”). The processing and settlement of Transactions (as defined below) (“Payment Processing”) is carried out by the Processor and any of the Financial Services Providers under a separate [Stripe Connected Account Agreement](#), including the United States [Stripe Services Agreement](#) and the applicable [Financial Services Terms](#), and to the extent you use a payment method that is subject to additional terms, the [Payment Terms](#) (collectively, the “Processor Terms”). By accepting this Agreement, you are also accepting and agreeing to be bound by the Processor Terms, which is the legal agreement between you and the Processor.

Shopify is not a party to the Processor Terms and is not liable to you in respect thereof. By accepting this Agreement and the Processor Terms you are agreeing to the creation of an account with the Processor for Payment Processing (the “Processor Account”). We reserve the right to change the Processor, subject to the terms of our agreement with the Processor. In the event of any inconsistency between this Agreement and the Processor Terms, this Agreement shall prevail, except in the event of any inconsistency between this Agreement and the Processor Terms concerning Payment Processing or the Processor Account, in which case the Processor Terms shall prevail.

The Processor’s role is to accept and process credit card, debit card and other types of payments (collectively “Cards”) with respect to sales of your products and services through internet-based transactions (“Card Not Present Transactions” or “CNP Transactions”). If applicable, POS Equipment permits transmission of data to the Processor from in-person, point-of-sale transactions (“Card Present Transactions” or “CP Transactions”), as well as manually entered transactions (“Keyed Transactions”). CNP Transactions, CP Transactions and Keyed Transactions shall be referred to herein, collectively, as “Transactions”.

3. Shop Pay Installments You may enable Shop Pay Installments through your merchant portal or through your use of Shop Pay Installments, and by accepting this Agreement, you accept and agree to be bound by the [Shop Pay Installments Terms](#) and the [Merchant Agreement \(Shop Pay Installments\) with Affirm](#).

4. Your Role To utilize the Services, you must be a business located in United States.

5. The Payments Services Shopify hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to use the Payments Services (the “License”). The License shall be for the term of this Agreement only. Neither the License nor any other provision hereof shall grant any rights in the Payments Services or other intellectual property rights except the limited License of use set out above.

You shall not: (i) permit any third party to access the Payments Services, including, but not limited to, your Shopify Admin on our website (the “Shopify Admin”), except as

permitted herein, and to carry out Transactions; (ii) create derivative works based on the Payments Services; (iii) copy, frame or mirror any part of the content of the Payments Services, other than copying or framing for your internal business purposes; (iv) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code or trade secrets for any of the Payments Services; or, (v) access the Payments Services in order to build a competitive product or service.

It is your responsibility to obtain your customers' consent to be billed for each Transaction or, as the case may be, on a recurring basis, in compliance with applicable legal requirements and Visa Europe Ltd., Visa U.S.A., Inc., Visa Canada Inc. and Visa International (collectively, "Visa"), MasterCard International Incorporated ("MasterCard"), American Express or other applicable Card networks' (such networks being, collectively, the "Payment Networks") payment rules (the "Payment Network Rules").

6. **POS Equipment** If applicable, you may elect to purchase POS Equipment from Shopify that will allow you to accept CP Transactions and Keyed Transactions. POS hardware may be purchased on the Shopify hardware store located here: www.shopify.com/pos/hardware (the "POS Equipment Store"). POS software may be downloaded for iOS devices from the Apple App Store under the title "Shopify POS" or "Shopify". Your use of the Shopify POS hardware and software is subject to the applicable sections of the [Shopify Platform Terms of Service](#).
7. **Payment Methods** The Payments Services support most Payment Network Cards, including credit, debit, pre-paid, or gift cards. You assume sole and exclusive responsibility for the use of the Payments Services. You also assume sole and exclusive responsibility for Transactions under the Processor Terms. You are solely responsible for verifying the identity of customers and of the eligibility of a presented Card used to purchase your products and services, and Shopify does not guarantee or assume any liability for Transactions authorized and completed that may later be reversed or charged back (see section D5 below). You are solely responsible for all reversed or charged back transactions regardless of the reason for, or timing of the reversal or chargeback. Shopify or the Processor may add or remove one or more types of Payment Networks or Cards, in their sole discretion, at any time, without prior notice to you.
8. **Customer Service** Shopify will use its commercially reasonable efforts to provide you with customer support to help resolve issues relating to the Payments Services. The Processor retains sole and exclusive responsibility for Payment Processing of Transactions, including the settlement of funds, but Shopify will provide reasonable assistance in liaising between you and the Processor concerning the Payment Processing services. You assume sole and exclusive responsibility for providing customer service or support to your customers for any and all issues related to your products and services, including, but not limited to, issues arising from the processing of Cards through the Payments Services.

9. Taxes You have sole and exclusive responsibility to determine what, if any, taxes apply to the sale of your goods and services and/or the payments you receive in connection with your use of the Payments Services ("Taxes"). It is solely your responsibility to assess, collect, report, or remit the correct Taxes to the proper tax authority, whether in customers' jurisdictions, your jurisdiction or elsewhere. We are not obligated to, nor will we, determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority, arising from any Transaction. Shopify retains the right, but not the obligation, at its sole discretion, to complete and file tax or related reports with tax authorities regarding Transactions in those jurisdictions where Shopify deems such reporting necessary. You hereby indemnify and hold Shopify harmless from and against any and all liability related to Taxes and filings made by Shopify in respect thereof.

You agree to receive all federal and state tax statements in an electronic format and acknowledge that paper tax statements will not be provided. We will notify you when an electronic statement is available by posting a notice in your Shopify Admin or emailing it to the email address listed in your Shopify Account. Specific instructions for access and download will be included.

In the event you withdraw consent with the Shopify Platform Terms and/or these terms, you will receive all electronic tax-related statements for the duration of time the agreement was authorized.

- 10. Your Customers** If prohibited by law, you will not impose any fee or surcharge on a customer that seeks to use an eligible Card. You will provide an informational slip or receipt to your customer at the conclusion of the Transaction that includes all information required under Payment Network Rules and applicable law.
- 11. Security** We maintain commercially reasonable administrative, technical and physical procedures to protect all the personal information regarding you and your customers that is stored in our servers from unauthorized access, accidental loss, or modification. Shopify cannot, however, guarantee that unauthorized third parties will never be able to defeat those measures or use such personal information for improper purposes.
- 12. Data Security** You assume full responsibility for the security of data on your website or otherwise in your possession or control. You agree to comply with all applicable laws and rules in connection with your collection, security, and dissemination of any personal, financial, Card, or Transaction information (collectively, "Data", and as pertains to your customers, "Cardholder Data"). You agree that at all times you shall be compliant with applicable Payment Card Industry Data Security Standards ("PCI-DSS") and, as applicable, the Payment Application Data Security Standards ("PA-DSS"). You agree to promptly provide Shopify with documentation evidencing your compliance with PCI-DSS and/or PA-DSS upon request. You also agree that you will use only PCI-DSS and PA-DSS compliant service providers in connection with the storage or transmission of Card information, including a cardholder's account number, expiration date, and CVV2. You must not store CVV2 data at any time. Information on PCI-DSS can

be found on the [PCI Council's website](#). It is your responsibility to comply with these standards and all the Payment Network Rules. We may request additional security measures at any time and reserve the right to adjust these requirements at our discretion.

13. **Audit Right** If Shopify believes that a security breach, personal data breach, or other compromise of data may have occurred, Shopify may require you to have a third-party auditor that is approved by Shopify conduct a security audit of your systems and facilities and issue a report to be provided to Shopify and, at Shopify's discretion, to the Processor, its Financial Services Provider, Payment Networks, and law enforcement, at your sole cost and expense.

14. **Privacy** Your privacy and the protection of your data are very important to us. You acknowledge that you have received, read in full, and agree with the terms of our [Privacy Policy](#), our [Data Processing Addendum](#), and the [Processor's Privacy Policy](#). Our Privacy Policy and Data Processing Addendum are hereby incorporated into this Agreement. Shopify's Privacy Policy and the Processor's Privacy Policy contain important information about the collection, use, retention, and disclosure of personal information, as well as other important matters, and explains how and for what purposes we and the Processor collect, use, retain, disclose and safeguard the information you provide to us. You agree that Shopify's Privacy Policy and the Processor's Privacy Policy may be modified at Shopify's or the Processor's option, if necessary, and you will check each Privacy Policy on a regular basis. You also acknowledge that the Processor is required to report your business name and the name of your principals to the Member Alert to Control High-Risk merchants list of MasterCard ("MATCH List") maintained by MasterCard and accessed and updated by American Express, to the VMAS database upheld by Visa Europe, and/or to the Consortium Merchant Negative File maintained by Discover, if applicable, pursuant to the requirements of the Payment Network Rules. Additionally, you agree that Shopify's collection, use, retention, and disclosure of personal information is subject to our Data Processing Addendum.

We will at all times comply with the provisions of applicable data protection law, including the EU General Data Protection Regulation ("GDPR"), as applicable. If we process any of your personal data when performing our obligations under this Agreement, we will do so as a "data controller", as defined by the GDPR. If we process any Cardholder Data on your behalf, we and you both agree that it is our intention that you shall be the "data controller" and we shall be the "data processor" in relation to that data, as those terms are defined in the GDPR. We shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by you to us from time to time. Additionally, you acknowledge that the Processor acts as a "data controller", or as otherwise agreed between you and the Processor, with regards to any personal data that they may process under this Agreement and that we are not responsible for how they process such data.

We will notify you (within a reasonable time frame) if we receive a request from a person to have access to, or to erase that person's personal data, a complaint or request relating to your obligations under applicable data protection legislation, or any other communication relating directly to the processing of any personal data in connection with this Agreement. You acknowledge that such requests may be subject to independent legal retention or confidentiality requirements, as permitted by the GDPR.

We will provide you with reasonable co-operation and assistance in relation to any complaint or request made in respect of any personal data processed by us on your behalf, including by providing you with details of the complaint or request, helping you to comply with any data subject access requests (within the relevant timescales set out in applicable data protection legislation), and providing you with any personal data we hold in relation to a person making a complaint or request (again, within a reasonable timescale).

You acknowledge that we are relying on you for direction as to the extent to which we are entitled to use and process the personal data in the Cardholder Data that you provide us with. Consequently, we will not be liable for any claim brought by a data subject arising from any action or omission by us, to the extent that such action or omission resulted from your instruction.

You consent to the exchange of your information between the account you have established through the Shopify Platform Services and the Payments Services established under this Agreement. Shopify will commingle such accounts and refers to them together in this Agreement as the "Shopify Payments Account".

Additionally, when you elect to use a third party sales channel integration made available through the Shopify Platform Services (e.g. choosing to sell your products on Facebook) your transactions on such third party sales channel ("Third Party Channel") may be processed by Shopify Payments. Where Shopify Payments process transactions on your behalf on a Third Party Channel, you agree and consent to Shopify sharing or disclosing your data (including personal information) with the operator of the Third Party Channel in the context of a data breach or audit, if Shopify is required to do in connection with its performance of the Payments Services.

Where a data subject is located in the U.K. or the European Economic Area that data subject's personal data will be processed by Shopify International Limited, in accordance with our Privacy Policy. As part of providing the Payments Services, this personal data may be transferred to other regions, including to Canada and the United States. Additionally, in order to process, use, record, and disclose your personal information, information related to your business, and Data, we or our agents may transfer such information to and receive it from the Processor, its Financial Services Provider, or their respective agents and, in so doing, we may transmit or possess it outside of your jurisdiction.

Additionally, in order to provide the Payments Services, we use a variety of third party “sub-processors” that fall into many broad categories—for example, we use sub-processors to help us: (i) protect you and Shopify from potentially risky transactions, security threats, or fraud; (ii) perform administrative tasks; (iii) deliver portions of the Payments Services (e.g., third parties that work with us to actually process credit card payments or conduct any shipping); (iv) develop and improve our products and the Payments Services; (v) generate analytics or other information relating to the Payments Services; and, (vi) build our technical infrastructure (e.g., using cloud storage providers or information security vendors). By using the Payments Services, you consent to our use of sub-processors, which is described in more detail in our [Privacy Policy](#).

15. **Privacy of Others** You represent to us that you are in compliance with all applicable privacy laws and that you maintain a publicly accessible privacy policy that accurately discloses how you collect, use, and disclose personal data, including through the Payments Services. Additionally, you represent to us that you have obtained all necessary rights and consents under applicable law to allow us and the Processor to collect, use, retain, and disclose any Cardholder Data that you provide to, or authorize us to collect, including information that we may collect directly from you of your customers via cookies or other means and to use that data to provide the Payments Services (e.g., to process Transactions and to screen for fraud or compliance purposes).

Further, you represent that we will not be in breach of any such laws by collecting, receiving, using, and disclosing such information in connection with the Payments Services as described in our [Privacy Policy](#). As between the parties to this Agreement, you are solely responsible for disclosing to your customers that we will collect and process their Cardholder Data in our supply of the Payments Services to you, and that in so doing we may transmit or possess it outside of your or their jurisdiction, and that it may be subject to disclosure as required by applicable law.

If you receive information about others, including cardholders and other customers, through the use of the Payments Services, you must keep such information confidential and only use it in connection with the Payments Services or as otherwise permitted by the subject of such information.

You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you receive the express consent of the subject thereof to do so. You may not disclose Cardholder Data to any third party other than in connection with processing a Transaction requested by your customer.

16. **Restricted Use** You are required to obey all laws, rules, and regulations applicable to your use of the Payments Services (e.g., including those governing financial services, consumer protections, unfair competition, anti-discrimination, or false advertising). In addition to any other requirements or restrictions set forth in this Agreement, you shall not: (i) utilize the credit available on any Card to provide cash advances to cardholders;

(ii) submit any Transaction for processing that does not arise from your sale of goods or service to a customer; (iii) act as a payment intermediary or aggregator or otherwise resell the Payments Services on behalf of any third party; (iv) send what you believe to be potentially fraudulent authorizations or fraudulent Transactions; (v) use the Payments Services or the Payment Processing services in a manner that a Payment Network reasonably believes to be an abuse of the Payment Network or a violation of the Payment Network Rules; or, (vi) work around any of the technical limitations of the Payments Services or Shopify's checkout, use any tool to enable features or functionalities that are otherwise disabled in the Payments Services, or decompile, disassemble, or otherwise reverse engineer the Payments Services, except to the extent that such restriction is expressly prohibited by law.

You further agree not to permit any third party to do any of the following: (i) access or attempt to access our systems, programs, or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute, in any way, material from us; (iii) permit any third party to use and benefit from the Payments Services via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Payments Services or Shopify's checkout, use any tool to enable features or functionalities that are otherwise disabled in the Payments Services, or decompile, disassemble, or otherwise reverse engineer the Payments Services, except to the extent that such restriction is expressly prohibited by law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Payments Services, prevent access to or use of the Payments Services by our other users, or impose an unreasonable or disproportionately large load on our infrastructure; or, (vii) otherwise use the Payments Services except as expressly allowed under this section.

- 17. Suspicion of Unauthorized or Illegal Use** We reserve the right to not provide the Payments Services in respect of any Transaction you submit that we believe, in our sole discretion, is in violation of this Agreement, any other Shopify or Processor agreement, or exposes you, Shopify, the Processor, or any other third party to actual or potential risk or harm, including, but not limited to, fraud and other criminal acts. You are hereby granting us authorization to share information with law enforcement about you, your Transactions, or your Shopify Payments Account.
- 18. Payment Network Rules** The Payment Networks have established guidelines, bylaws, rules, and regulations in the form of the Payment Network Rules. You are required to comply with all applicable Payment Network Rules. The Payment Network Rules for Visa, MasterCard and American Express are available on the Internet at the following links: [Visa](#), [MasterCard](#) and [American Express](#). The Payment Networks may amend the Payment Network Rules at any time and without notice to us or to you. Insofar as the terms of this Agreement and/or the Processor Terms are inconsistent with the Payment Network Rules, the Payment Network Rules shall prevail. We reserve the right to amend

this Agreement at any time, with notice to you, as may be necessary to comply with the Payment Network Rules.

19. **Disclosures and Notices** You agree that Shopify can provide disclosures and notices, including tax forms, that we deem appropriate regarding the Payments Services to you by posting such disclosures and notices in your Shopify Admin, emailing them to the email address listed in your Shopify Account, or mailing them to the address listed in your Shopify Account. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with a paper copy. Such disclosures and notices shall be considered to be received by you within twenty-four (24) hours of the time it is posted to your Shopify Admin or emailed to you, unless we receive notice that the email was not delivered.
20. **Automatic Reminders** We may use automated telephone dialing, text messaging systems, and email to provide messages to you about your Shopify Payments Account. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or another party. These messages may also be recorded by your answering machine or voicemail. You give us permission to call or send a text message to any telephone number that you have given us and to play pre-recorded messages or send text messages with information about this Agreement or your account over the phone. You agree that we will not be liable to you for any such calls or electronic communications even if information is communicated to an unintended recipient. You understand that when you receive such calls or electronic communications you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services. You agree that we have no liability for such charges. You agree to immediately notify us if you change telephone numbers or are otherwise no longer the subscriber or customary user of a telephone number or email address you have previously provided to us.

B. Getting a Payments Services Account

1. **Registration** The Payments Services are only made available to persons in United States that operate a business selling goods and services. You may not use the Payments Services for non-commercial, personal, family, or household purposes. To use Shopify Payments for your business, you are required to register for a Shopify Payments Account. When you register for a Shopify Payments Account, we will collect information such as your name (if you are a sole proprietor), your business or trade name, your address, email, phone number, business identification or registration number, and certain other information that we require. We may also collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners or principals.

You may register as an individual (sole proprietor) or as a corporation or other legal entity. If you register as a corporation or other legal entity, you must be authorized to

act on behalf of such entity, have the authority to bind the entity to this Agreement, and you must agree to this Agreement on behalf of such entity. If you have so agreed, the term "Merchant", "you" or "your" will mean you, the natural person acting as a business, if you are a sole proprietor, or if you have registered as a corporation or other legal entity, it will mean that entity. You understand that by registering for a Shopify Payments Account, you are also registering for a Processor Account under the Processor Terms and that you are simultaneously providing your information to Shopify for the purpose of opening a Shopify Payments Account, and to the Processor for the purpose of establishing your Processor Account.

2. **Company Descriptions and Site URL** As part of your registration, you must provide the name under which you do business (which may be the business' legal name or a "doing business name") (e.g. MyStore Online Widgets) and a billing descriptor. These two fields and your site URL may appear in your customers' credit or debit card statements. To avoid customer confusion and Transaction disputes it is important that you enter a description that clearly identifies your business. You hereby agree to indemnify us from any costs, liabilities, losses, or expenses from disputes due to your failure to do so.
3. **Verification and Underwriting** To verify your identity, we may require additional information, including your company registration number or business number, your HST, GST, or tax number, and, if applicable, your date of birth. We may also ask for additional information to help verify your identity and assess your business risk, including, but not limited, to business invoices, reseller authorization or distributor information, a driver's license or other government issued identification, or business license, for you or for any of the owners or principals of your business. We may ask you for your financial statements. We may request your permission to do a physical inspection at your place of business and to examine books and records that pertain to your compliance with this Agreement. Your failure to comply with any of these requests within five (5) days may result in suspension or termination of your Shopify Payments Account and the Processor Account. You authorize us to retrieve additional information about you from third parties and other identification services. We reserve the right to hold funds in your Shopify Payments Account while awaiting the information requested above. Shopify may use your information to apply for card merchant acquiring accounts on your behalf with certain Payment Networks (such as American Express).

After we have collected and verified all your information, we will review your account and determine if you are eligible to use the Payments Services. We will notify you once your Shopify Payments Account has been either approved or deemed ineligible for use of the Payments Services.

By accepting the terms of this Agreement, you are providing us with authorization to retrieve information about you by using third parties, including credit bureaus and other information providers. You acknowledge that such information retrieved may include your name, address history, credit history, and other data about you. We may

periodically update this information to determine whether you continue to meet the eligibility requirements for a Shopify Payments Account.

You agree that Shopify is permitted to contact and share information about you and your application (including whether you are approved or declined), your Shopify Payments Account, and the Processor Account with the Processor and other third parties in order to perform the Payments Services. This includes sharing information: (i) about Transactions for regulatory or compliance purposes; (ii) for use in connection with the management and maintenance of the Payments Services; (iii) to create and update our and their customer records about you, and to assist us and them in better serving you; and, (iv) to conduct our and their risk management process.

4. **Designated Country** In registering for a Shopify Payments Account, you are obliged to identify the location from where you are operating the business that will use the Payments Services in United States. By registering for a Shopify Payments Account, you are confirming that you are either a legal resident of United States or you are duly established and, if necessary, registered or licensed as a business entity authorized to conduct business in United States. The Payments Services and Shopify Payments Account may only be used in United States. By accepting this Agreement, you confirm that you will satisfy these requirements.
5. **Prohibited Businesses** The following categories of businesses and business practices are prohibited from using the Payments Services (“Prohibited Businesses”). Prohibited Business categories may be imposed by law or through the Payment Network Rules, by Shopify or the requirements of the Processor’s Financial Services Providers. The types of businesses listed below are representative but not exhaustive. If you are uncertain as to whether your business is a Prohibited Business or have questions about how these requirements apply to you, please [contact us](#). We may add to or update the Prohibited Business list at any time.

Financial and professional services

Investment and credit services

Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; investment services; real estate opportunities; lending instruments

Money and legal services

Financial institutions, money transmitters and money services businesses, check cashing, wire transfers, money orders; currency exchanges or dealers; bill-pay services; crowdfunding; insurance; bail bonds; collections agencies; law firms collecting funds for any purpose other than to pay fees owed to the firm for services provided by the firm (e.g., firms cannot use Stripe to hold client funds, collection or settlement amounts, disputed funds, etc.)

Virtual currency or stored value

Virtual currency that can be monetized, resold, or converted to physical or digital products and services or otherwise exit the virtual world (e.g., Bitcoin); cryptocurrency mining equipment; initial coin offerings; digital wallets, sale of stored value or credits maintained, accepted and issued by anyone other than the seller

IP Infringement, regulated or illegal products and services

Adult content and services

Pornography and other obscene materials (including literature, imagery and other media) depicting nudity or explicitly sexual acts; sites offering any sexually-related services such as prostitution, escorts, pay-per view, adult live chat features; sexually oriented items (e.g., adult toys); adult video stores and sexually oriented massage parlors; gentleman's clubs, topless bars, and strip clubs; sexually oriented dating services

Counterfeit or unauthorized goods

Counterfeit goods; unauthorized sale or resale of brand name or designer products or services; sale of goods or services that are illegally imported or exported

Gambling

Lotteries; bidding fee auctions; sports forecasting or odds making for a monetary or material prize; fantasy sports leagues with cash prizes; internet gaming; contests; sweepstakes; games of chance including legal or illegal forms of gambling, internet gambling, sweepstakes and contests with a buy-in or cash prize; charity sweepstakes and raffles for the explicit purpose of fundraising

Intellectual property or proprietary rights infringement

Sales, distribution, or access to counterfeit music, movies, software, or other licensed materials without the appropriate authorization from the rights holder; any product or service that directly infringes or facilitates infringement upon the trademark, patent, copyright, trade secrets, or proprietary or privacy rights of any third party; use of Shopify intellectual property without express consent from Shopify; use of the Shopify name or logo, including use of Shopify trade or service marks inconsistent with the [Shopify Trademark Usage Guidelines](#), or in a manner that otherwise harms Shopify or the Shopify brand; any action that implies an untrue endorsement by or affiliation with Shopify

Regulated or illegal products or services

Cannabis dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online pharmacies; prescription-only products including card-not-present pharmaceuticals; peptides and research chemicals; fake references or ID-providing services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis; goods or services, the sale of which is illegal under applicable law in the jurisdictions to which your business is targeted or directed

Sanctions

Use of the Payments Services or use of Shopify Payments in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including any person/entity on government sanctions lists

Products or services that are otherwise prohibited by law or our financial partners

Aggregation

Engaging in any form of licensed or unlicensed aggregation of funds owed to third parties, factoring, or other activities intended to obfuscate the origin of funds; payment facilitation

Drug paraphernalia

Any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs

High risk businesses

Bankruptcy lawyers; remote technical support; essay mills; chain letters; door-to-door sales; medical benefit packages; telemedicine and telehealth services; travel reservation services and clubs; airlines; cruises; timeshares; circumvention, jamming and interference devices; prepaid phone cards, phone services; telemarketing, offering substantial rebates or special incentives as an inducement to purchase products or services; telecommunications manipulation equipment; forwarding brokers; negative response marketing; subscriptions over one year; extended warranties; government grants; embassy, foreign consulate, or other foreign governments; charities without proper registration; credit card and identity theft protection; the use of credit to pay for lending services; any businesses that we believe poses elevated financial risk, legal liability, or violates card network or bank policies; any business or organization that a. engages in, encourages, promotes or celebrates unlawful violence or physical harm to persons or property, or b. engages in, encourages, promotes or celebrates unlawful violence toward any group based on race, religion, disability, gender, sexual orientation, national origin, or any other immutable characteristic

Multi-level marketing

Pyramid schemes network marketing and referral marketing programs

Pseudo pharmaceuticals

Nutraceuticals, pseudo-pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body

Social media activity

Sale of Twitter followers, Facebook likes, YouTube views, Instagram followers, and other forms of social media activity

Substances designed to mimic illegal drugs

Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom)

Use of Shopify Payments in a manner inconsistent with its intended use or as expressly prohibited in the Processor Terms

Use of Shopify Payments principally as a virtual terminal (e.g., submitting card transactions by manually inputting card information); processing where there is no bona fide good or service sold, or donation accepted; card testing; evasion of card network chargeback monitoring programs; cross-border acquiring; sharing cardholder information with another merchant for payment cross-sell product or service

Video game or virtual world credits

Sale of in-game currency unless the merchant is the operator of the virtual world

Unfair, predatory, or deceptive practices**Get rich quick schemes**

Investment opportunities or other services that promise high rewards

Mug shot publication or pay-to-remove sites

Platforms that facilitate the publication and removal of content (such as mug shots), where the primary purpose of posting such content is to cause or raise concerns of reputational harm

No-value-added services

Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers

C. Processing Card Transactions and Receiving Your Funds

- 1. Shopify Payments Fees** You agree to pay the fees for processing that are set out in your Shopify Admin, which are incorporated herein by reference (the "Processing Fees"). Processing Fees shall be collected from you by the Processor on our behalf in accordance with the terms of the [Stripe Connected Account Agreement](#).

If applicable, fees for POS Equipment are posted here: www.shopify.com/pos/hardware and here: www.shopify.com/pricing (the "POS Equipment Fees"). At our discretion, POS Equipment Fees will be collected on our behalf by the Processor pursuant to the Processor Terms or by such other means as we may prescribe from time to time.

Fees for Shopify Platform Services are collected by Shopify pursuant to the [Shopify Platform Terms of Service](#) (the "Shopify Platform Services Fees"). Processing Fees, Equipment Fees, and Shopify Platform Services Fees shall be referred to herein collectively as the "Fees".

You are obligated to pay all applicable taxes, fees and other charges imposed by any governmental authority, including, without limitation, any value added tax, goods and

services tax, harmonized sales tax and/or provincial or territorial sales tax, on the Payments Services provided under this Agreement. If you are tax-exempt, you will provide us with an appropriate certificate or other evidence of tax exemption that is satisfactory to us.

We reserve the right to change the Fees at any time, subject to a thirty (30) day notice period to you in accordance with Section A19. If you continue to use the Payments Services and the Processor Services for such thirty (30) days, then you are deemed to have accepted the change in Fees contemplated by such notice.

In addition to the Fees, you are also responsible for any penalties and fines imposed on you or on us by any bank, money services business, payment network, financial institution, or other financial intermediary resulting from your use of the Payments Services in a manner not permitted by this Agreement or by such financial intermediary's rules and regulations.

2. **Security Interest** As security for performance of your obligations under this Agreement, you grant us a first priority lien and security interest on all funds processed and deposited into all Payout Accounts (as defined in the Processor Terms), and any other bank accounts associated with your Shopify Payments Account, and in any funds processed using the Payment Processing services. These security interests and liens will secure payment and performance of all of your obligations under this Agreement and any other agreements now existing or later entered into between us and you, including, without limitation, your obligation to pay any amounts due and owing to us. You will execute, deliver and pay the fees for any documents we request to create, perfect, maintain, and enforce this security interest.
3. **Our Collection Rights** To the extent permitted by law, we may collect any obligations you owe us under this Agreement by requesting that the Processor deduct the corresponding amounts from the Reserve Account (as that term is defined below) or from funds payable to you arising from the settlement of Transactions. Fees will be assessed at the time a Transaction is processed and will be first deducted from the funds received for such Transaction. If these amounts are not sufficient to meet your obligations to us, we may charge the payment method associated with your Shopify Payments Account for any amounts owed to us. Your failure to fully pay amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including, without limitation, attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest.

Further, we may deduct, or request that the Processor deduct, from any accounts associated with your Shopify Payments Account, including the Processor Account and the Reserve Account, any amounts that you owe to us under this Agreement or any other agreement you have entered into with us or our affiliates.

Additionally, we may require a personal guarantee from a principal of a business for funds owed under this Agreement. If we require a personal guarantee we will specifically inform you in advance.

In addition to the amount due, delinquent accounts may be charged with fees that are incidental to the collection of delinquent accounts and chargebacks, including, but not limited to, collection fees and convenience fees and other third-party charges.

You hereby explicitly agree that all communication in relation to delinquent accounts will be made by electronic mail or by phone, as provided to Shopify by you. Such communication may be made by Shopify or by anyone on its behalf, including, but not limited to, a third-party collection agent.

4. **Reserves** Funds held in reserves are amounts of money set aside to cover chargebacks, refunds, or other payment obligations under this Agreement (the "Reserve Account"). We, in our discretion, will set the terms of your Reserve Account and notify you of such terms, which may require that a certain amount (including the full amount) of the funds received for a Transaction are held for a period of time, or that additional amounts are held in the Reserve Account. We, in our discretion, may elect to change the terms of the Reserve Account at any time, for any reason, based on your payment processing history or as requested by our payment processors.

We may require you to fund the Reserve Account by means of: (i) any funds payouts made or due to you for Transactions submitted to the Payments Services; or, (ii) amounts available in your bank account by means of ACH debit to your Shopify Payments Account; or, (iii) other sources of funds associated with your Shopify Payments Account; or, (iv) requesting that you provide funds to us for deposit to the Reserve Account. In accordance with the Processor Terms you authorize us to debit your bank account without separate notice, and according to the applicable User Bank Account Debit Authorization (as defined in the [Processor Terms](#)), to collect amounts you owe under this Agreement.

You agree that: (i) you are not entitled to any interest or other compensation associated with the funds held in the Reserve Account; (ii) you have no right to direct that account; (iii) you have no legal interest in those funds or that account; and, (iv) you may not assign any interest in those funds or that account.

5. **Contesting Chargebacks** You or Shopify may elect to contest chargebacks assessed to your account. Shopify may provide you with assistance, including notifications and software to help contest your chargebacks. We do not assume any liability for our role or assistance in contesting chargebacks.

You grant us permission to share records or other information required with the cardholder, the cardholder's financial institution, and your financial institution to help resolve any chargeback. You acknowledge that your failure to provide us with complete

and accurate information in a timely manner may result in an irreversible chargeback being assessed.

If the cardholder's issuing bank or the Payment Network does not resolve a dispute in your favor, we may recover the chargeback amount and any associated fees from you as described in this Agreement.

We reserve the right, upon notice to you, to charge a fee for mediating or investigating chargeback disputes.

D. Termination and Other General Legal Terms

- 1. Term** The Agreement is effective upon the date you agree to it (by electronically indicating acceptance) and continues so long as you use the Payments Services or until terminated by you or by Shopify.
- 2. Termination** You may terminate this Agreement by closing your Shopify Payments Account at any time by following the instructions in your Shopify Admin. We may terminate this Agreement and close your Shopify Payments Account at any time, for any reason, upon notice to you in accordance with Section A19 above. We may suspend your Shopify Payments Account and your access to the Payments Services and any rights in respect of your Shopify Payments Account, or terminate this Agreement, at any time, for any reason, including if: (i) we determine that you may be ineligible for the Payments Services because of the risk associated with your Shopify Payments Account, including, without limitation, significant credit or fraud risk, or for any other reason; (ii) you do not comply with any of the provisions of this Agreement or the Processor Terms; or, (iii) upon request of the Payment Network, the Processor, or a Card issuer. Termination of the Processor Terms may, at the discretion of Shopify, result in a termination of this Agreement. Termination of this Agreement shall entitle Shopify to cause the Processor to terminate the Processor Terms.

If the Processor terminates the Processor Terms or indicates its intention to do so, or if you elect to cease processing with such Processor, we have the right, but not the obligation, to offer you a substitute payment processor that is integrated with the Shopify Payments Account. Upon your acceptance of the terms of service of such substitute payment processor, they shall be deemed to have replaced the Processor contemplated herein, provided that your liabilities to the Processor herein shall not be diminished on account of accepting the terms of the substitute payment processor.

- 3. Effects of Termination** Upon termination and closing of your Shopify Payments Account, we will immediately discontinue your access to the Payments Services. You agree to complete all pending Transactions, immediately remove all logos for Cards, and stop accepting new Transactions through the Payments Services. You will not be refunded the remainder of any Fees that you have paid for the Payments Services if your access to or use of the Payments Services is terminated or suspended. Any funds

in the Financial Services Provider's custody will be paid out to you subject to the terms of your Payout Schedule (as defined in the Processor Terms).

Termination does not relieve you of your obligations as defined in this Agreement, and the Processor may elect to continue to hold any funds deemed necessary, pending resolution of any other terms or obligations defined in this Agreement, including, but not limited to, chargebacks, fees, refunds, or other investigations or proceedings.

Termination of this Agreement will not necessarily terminate your Shopify Platform Terms, unless Shopify determines otherwise.

Upon termination you agree: (i) to immediately cease your use of the Payments Services; (ii) to discontinue use of any Shopify or Processor trademarks and to immediately remove any Shopify or Processor references and logos from your website and/or physical location, if applicable; (iii) that the license granted under this Agreement shall end; (iv) that we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers; (v) that we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Payments Services, or any termination or suspension of the Payments Services, or deletion of your information or account data; and, (vi) that you will still be liable to us for any fees or fines, or other financial obligation incurred by you or through your use of the Payments Services prior to termination.

4. **Ownership** The Payments Services are licensed and not sold. We reserve all rights not expressly granted to you in this Agreement. The Payments Services are protected by copyright, trade secret, and other intellectual property laws. We own the title, copyright, and other worldwide Intellectual Property Rights (as defined below) in the Payments Services and all copies of the Payments Services. This Agreement does not grant you any rights to our trademarks or service marks.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

You may choose to, or we may invite you to submit comments or ideas about the Payments Services, including, without limitation, about how to improve the Payments Services or our products ("Ideas"). By submitting any Idea you agree that your disclosure is gratuitous, unsolicited and without restriction, and will not place us under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, we do not waive any rights to use similar or related ideas previously known to us, or developed by our employees, or obtained from sources other than you.

5. Your Liability and Indemnification Concerning Liabilities Nothing in this Agreement shall serve to diminish your liability under the Processor Terms or Shopify Platform Terms. You are obliged to fulfill your obligations under this Agreement and those under the Processor Terms and Shopify Platform Terms.

Shopify has agreed to indemnify and hold the Processor harmless for some, and, in some cases, all of your liabilities occurring under the Processor Terms, including, but not limited to, disputes (including, but not limited to, chargebacks), refunds, reversals, returns and fines (as such terms are defined in the Processor Terms). Insofar as Shopify becomes liable to the Processor or any other third party for any penalties, fines, fees, or other liabilities under or in respect of the Processor Terms, the Payments Services, the Payment Processing services, or the Payment Network Rules, you agree to indemnify and hold Shopify harmless from and against any and all such liabilities.

Additionally, we may require a personal guarantee from a principal of a business for funds owed under this Agreement.

You agree to indemnify and defend Shopify, our affiliates, and their respective employees, agents and service providers (each, a “Shopify Entity”) against any claim, suit, demand, loss, liability, damage, action, or proceeding (each, a “Claim”) brought by a third party against a Shopify Entity, and you agree to fully reimburse the Shopify Entities for any Claims that result from: (i) your breach of any provision of this Agreement; (ii) any fees, fines, penalties, disputes, reversals, returns, chargebacks (as such terms are defined in the Processor Terms), or any other liability we incur that results from your use of the Payments Services; (iii) negligent or willful misconduct of your owners, employees, contractors, or agents; (iv) contractual or other relationships between you and your customers; or, (v) third-party indemnity obligations we incur as a direct or indirect result of your acts or omissions, including, but not limited to, indemnification of the Processor or any Payment Network.

We will have the final decision-making authority with respect to Claims, including, without limitation, claims for refunds for purchased items that are filed with us by you or your customers. You will be required to reimburse us for your liability. Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases you may not receive the item back). You will not receive a refund of any Fees paid to us.

If you are liable for any amounts owed to us, we may immediately remove such amounts from your Reserve Account and deduct the amounts owed to us from such Reserve Account funds. If you do not have sufficient funds in the Reserve Account to cover your liability, you will be required to immediately add additional funds to your Reserve Account to cover funds owed to us. If you do not do so, we may engage in collections efforts to recover such amounts from you at your cost and expense.

6. Your Representations, Warranties and Covenants You represent and warrant to us that: (i) if you are a sole proprietor, you are at least eighteen (18) years of age or, if you are a corporation or other entity, that the person entering into this Agreement on your behalf is at least eighteen (18) years of age, is authorized to act on your behalf, and has the authority to bind you to this Agreement; (ii) you are eligible to register and use the Payments Services and have the right, power, and ability to enter into and perform under this Agreement; (iii) the name identified by you when you registered is your name or business name under which you sell goods and services and the information that you have provided to us is accurate and complete; (iv) you are not a member of an organized crime group, a party who has been a member of an organized crime group in the past five years, a quasi-member of an organized crime group, a corporate racketeer, or other similar party, nor are any of your officers or employees a member of the foregoing; and, (v) you will not carry out, nor use a third party to carry out, any of the following unlawful acts: (a) the act of making violent demands; (b) the act of making unreasonable demands exceeding legal responsibilities; (c) the act of using threatening behavior or violence in relation to a transaction; (d) the act of spreading rumors, using fraudulent means, or using force to harm the other party's reputation or obstruct the party's business; (e) the act of selling products for the purpose of money laundering; (f) the act of using a Card held by you for a sale without reasonable grounds or another act similar to those set forth in (a) through (f).

You hereby covenant to us that: (i) any Transactions submitted by you will represent a bona fide sale by you; (ii) any Transaction submitted by you will accurately describe the goods and/or services sold and delivered to a customer; (iii) you will fulfill all of your obligations to each customer for which you submit a Transaction and will resolve any disputes or complaints directly with your customers; (iv) you and all Transactions initiated by you will comply with all applicable laws, rules, and regulations applicable to your business, including, but not limited to, any applicable tax laws and regulations; (v) except in the ordinary course of business, no Transaction submitted by you through the Payments Services will represent a sale to any principal, partner, proprietor, or owner of your entity; (vi) you will not use the Payments Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Payments Services; and, (vii) any information you provide to us will be accurate and complete.

7. NO WARRANTIES THE PAYMENTS SERVICES AND ALL ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. USE OF THE PAYMENTS SERVICES IS AT YOUR OWN RISK.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE PAYMENTS SERVICES OR FROM: (I) SHOPIFY; (II) THE PROCESSOR, SUPPLIERS OR LICENSORS OF SHOPIFY OR THE PROCESSOR; OR, (III) ANY OF THE

RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE (COLLECTIVELY, THE “DISCLAIMING ENTITIES” AND INDIVIDUALLY, A “DISCLAIMING ENTITY”), WILL CREATE ANY WARRANTY. YOU SPECIFICALLY ACKNOWLEDGE THAT WE DO NOT HAVE ANY CONTROL OVER THE PRODUCTS OR SERVICES THAT ARE PAID FOR WITH THE PAYMENTS SERVICES, AND WE CANNOT ENSURE THAT YOUR CUSTOMERS WILL COMPLETE A TRANSACTION OR ARE AUTHORIZED TO DO SO.

WITHOUT LIMITING THE FOREGOING, THE DISCLAIMING ENTITIES DO NOT WARRANT THAT: (I) THE INFORMATION THEY PROVIDE OR THAT IS PROVIDED THROUGH THE PAYMENTS SERVICES IS ACCURATE, RELIABLE OR CORRECT; (II) THE PAYMENTS SERVICES WILL MEET YOUR REQUIREMENTS; (III) THE PAYMENTS SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (IV) THE PAYMENTS SERVICES WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; (V) ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR, (VI) THE PAYMENTS SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY SUBJECT MATTER DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PAYMENTS SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. THE DISCLAIMING ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT HOW LONG WILL BE NEEDED TO COMPLETE THE PROCESSING OF A TRANSACTION.

THE DISCLAIMING ENTITIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PAYMENTS SERVICES, OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND NEITHER SHOPIFY, THE PROCESSOR, NOR THE FINANCIAL SERVICES PROVIDER WILL BE A PARTY TO, OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

- 8. Limitation of Liability and Damages** IN NO EVENT SHALL A DISCLAIMING ENTITY (AS DEFINED ABOVE) BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT OR THE PAYMENTS SERVICES, INCLUDING, WITHOUT LIMITATION, THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE PAYMENTS SERVICES. UNDER NO CIRCUMSTANCES WILL ANY OF THE DISCLAIMING ENTITIES BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PAYMENTS SERVICES OR YOUR SHOPIFY PAYMENTS ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

THE DISCLAIMING ENTITIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING

FROM YOUR ACCESS TO OR USE OF THE PAYMENTS SERVICES; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF SERVERS USED IN CONNECTION WITH THE PAYMENTS SERVICES AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PAYMENTS SERVICES; (IV) ANY SOFTWARE BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE PAYMENTS SERVICES; (V) ANY ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION, FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR INFORMATION, IN EACH CASE POSTED, EMAILED, STORED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE PAYMENTS SERVICES; AND/OR (VI) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION D8, THE DISCLAIMERS' CUMULATIVE LIABILITY TO YOU SHALL BE LIMITED TO DIRECT DAMAGES, AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID BY YOU TO SHOPIFY DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

THIS LIMITATION OF LIABILITY SECTION APPLIES REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER BASIS. THE LIMITATIONS APPLY EVEN IF SHOPIFY OR THE PROCESSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE PROVISIONS OF THIS SECTION D8 SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Payments Services are controlled and operated from facilities in Canada and the United States. We make no representations that the Payments Services are appropriate or available for use in other locations. Those who access or use the Payments Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States, Canada, foreign and local laws and regulations, including, but not limited to, export and import regulations. You may not use the Payments Services if you are a resident of a sanctioned country embargoed by the United States, Canada, or the European Union, or are a foreign person or entity blocked or denied by the governments of the United States, Canada or the European Union.

- 9. Disputes, Choice of Law, Jurisdiction, Venue and Miscellaneous** You agree that any disputes arising out of or relating to this Agreement or the Payments Services shall be resolved in accordance with this Section D9.

This Agreement is governed by the laws of Delaware except for any security interest created pursuant to Section C2 above, which will be governed by and construed in accordance with the laws of the applicable country, state, province, territory, or other

jurisdiction in which such security interest is registered, and in each case without regard to its choice of law provisions to the contrary. The exclusive venue for any actions or claims arising under or related to this Agreement shall be a court of competent jurisdiction in Delaware.

Shopify may, or may direct the Processor to respond to and comply with any subpoena, warrant, or other legal order (“Legal Process”) that we believe to be valid. The Processor or any applicable Financial Services Provider may deliver or hold any funds or any Data as required under such Legal Process, even if you are receiving funds or Data on behalf of other parties. Where permitted by law, we will make reasonable efforts to provide you notice of such Legal Process by sending a copy to the email address we have on file for you. We are not responsible for any losses, whether direct or indirect, that you may incur as a result of our response or compliance with a Legal Process.

Headings are included for convenience only and shall not be considered in interpreting this Agreement. The Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws. Our failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

10. **Right to Amend** We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Payments Services or software with notice that we in our sole discretion deem to be reasonable in the circumstances, including such notice in your Shopify Admin, or any other website maintained or owned by us for the purposes of providing services in terms of this Agreement. Any use of the Payments Services after our publication of any such changes shall constitute your acceptance of this Agreement as modified.
11. **Assignment** This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without our prior written consent, but may be assigned by us without consent or other restriction.
12. **Change of Business** You agree to give us at least thirty (30) days prior notification of your intent to change your current product or services types, your business or trade name, or the manner in which you accept payment. You agree to provide us with prompt notification within three (3) days if you are the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, bankruptcy, or similar action or proceeding initiated by or against you or any of your principals (any of the foregoing, a “Bankruptcy Proceeding”). You also agree to promptly notify us within three (3) days of any adverse change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business, any transfer or sale of twenty-five percent (25%) or more of your total assets, or any change in the control or ownership of your or your parent

entity. You will also notify us within three (3) days of any judgment, writ, warrant of attachment or execution, or levy against twenty-five percent (25%) or more of your total assets.

You will include us on the list and matrix of creditors as filed with any bankruptcy, commercial or civil court in connection with any Bankruptcy Proceeding, whether or not a claim may exist at the time of filing. Failure to do so will be cause for immediate termination of this Agreement and shall allow the pursuit of any other action available to us under the applicable Payment Network Rules or law.

13. **Parties** This Agreement binds you and your respective heirs, representatives, and permitted and approved successors (including those by merger and acquisition), or any permitted assigns.
14. **Third-Party Services and Links to Other Web Sites** You may be offered services, products, and promotions provided by third parties and not by us. If you decide to use these third-party services, you will be responsible for reviewing and understanding the terms and conditions associated with these services. You agree that we are not responsible for the performance of these services. The Shopify website may contain links to third-party websites as a convenience to you. The inclusion of any website link does not imply an approval, endorsement, or recommendation by us. You agree that your access to any such website is at your own risk, and that the site is not governed by the terms and conditions contained in this Agreement. We expressly disclaim any liability for these websites. Please remember that when you use a link to go from our website to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our website, is subject to that website's own rules and policies.
15. **Force Majeure** No party will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, non-performance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations under Sections C1 or D5, including, without limitation, for reversals, chargebacks, claims, fines, fees, refunds or unfulfilled products and services.
16. **Entire Agreement and Remedies** These terms and conditions, and all policies and procedures that are incorporated herein by reference, constitute the entire agreement between you and Shopify with respect to the provision of the Payments Services. Except as otherwise set out herein, in the event of a conflict between this Agreement and any other Shopify or Processor agreement or policy, this Agreement shall prevail on the subject matter of this Agreement. Except as expressly provided in this Agreement, these terms describe the entire liability of Shopify and our vendors and suppliers and sets forth your exclusive remedies with respect to the Payments Services and your access and use of the Payments Services. If any provision of this Agreement (or portion

thereof) is held to be invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

This Agreement has been reviewed by you with the benefit of independent legal counsel to the extent you consider necessary, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of this Agreement. The rights conferred upon us in this Agreement are not intended to be exclusive of each other or of any other rights and remedies we may have at law or in equity. Rather, each and every right we may have under this Agreement, at law or in equity, is cumulative and concurrent, and in addition to every other right.

This Agreement may be available in languages other than English. To the extent of any inconsistencies or conflicts between this English Agreement and the Agreements available in another language, the most current English version of the Agreement will prevail.

- 17. **Survival** In addition to any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement, the following sections of this Agreement survive and remain in effect in accordance with their terms upon the termination of this Agreement: Sections A7 Payment Methods; A9 Taxes; A11 Security; A12 Data Security; A13 Audit Right; A14 Privacy; A15 Privacy of Others; A16 Restricted Use; A17 Suspicion of Unauthorized or Illegal Use; A18 Payment Network Rules; A19 Disclosures and Notices; A20 Automatic Reminders; Section C Processing Card Transactions and Receiving Your Funds; in its entirety; and, Section D Termination and Other General Legal Terms in its entirety.

Version 2.2

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