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## Point of Sale Services Retail Customer Email Capture Terms

These Point of Sale Services Retail Customer Email Capture Terms (the “**Terms**”) constitute additional terms applicable to your use of the Point of Sale (**POS**) Services. These Terms are between Shopify Inc., with an address at 151 O’Connor Street, Ground Floor, K2P 2L8 (“**Shopify**”) and you, Merchant (“**you**”, “**your**” or “**Merchant**”). Shopify and Merchant are referred to individually as a “**Party**”, and collectively as the “**Parties**”.

By using the customer receipt selection feature (the “**Receipt Services**”), you agree to be bound by these Terms.

### 1. Terms and Order of Priority

- a. To access and use the Receipt Services, you must enable Shop Pay and agree to the [Shop Pay Merchant Terms of Services](#).
- b. These Terms incorporate the [Shopify Terms of Service](#), [the Shopify Privacy Policy](#) and the [Shop Pay Merchant Terms of Services](#). In the event of a conflict or inconsistency between these Terms, the Shopify Terms of Service, the Shopify Privacy Policy, or the Shop Pay Merchant Terms of Service, these Terms will prevail solely with regards to the subject matter contained in these Terms. These Terms supplement and do not amend any of the terms referenced above and incorporated into these Terms. Unless addressed specifically in these Terms, all terms, provisions, conditions, covenants, obligations, and representations and warranties contained in the Shopify [Terms of Service](#), [the Shopify Privacy Policy](#) and the [Shop Pay Merchant Terms of Services](#) remain unchanged and in full force and effect.
- c. Terms not defined herein will have the meaning assigned to them in the Shopify Terms of Service, the Shopify Privacy Policy or the Shop Pay Merchant Terms of Service.

### 2. Receipt Services

- a. Shopify’s accelerated checkout (“**Shop Pay**”) allows customers (each, a “**Customer**”) to have their payment credentials saved for future transactions on Merchant e-commerce store sites (each, a “**Store**”) that have enabled Shop Pay as a payment method for its Customers.
- b. The Receipt Services enables a Merchant to capture and autofill the email or phone number associated with a Customer’s Shop Pay account by (i) matching a POS Retail customer’s (“**Retail Customer**”) Payment Information entered in-store at the Point of Sale with the Customer’s Shop Pay Saved Information (as defined in the Shop Pay Merchant’s Terms of Service), and (ii) passing a Customer’s Saved Information to a Merchant for use at the Point of Sale.

### **3. Merchant Obligations**

- a. You agree to share your Retail Customer's Payment Information with Shopify in order for Shopify to match the Payment Information with a Customer's Shop Pay account, and for Shopify to auto-fill and share the Retail Customer's phone and/or email address with you for receipt and marketing purposes.
- b. You are solely responsible for ensuring that your use of any Personal Data complies with the requirements of the personally identifiable information or any personal financial information relating to a Retail Customer, end-user or other personal data, including Saved Information (collectively, "Personal Data") complies with applicable law, your agreements with your card acquiring bank and/or processor, your privacy policy and any other applicable rules, including but not limited to network rules.
- c. You are solely responsible for obtaining your Retail Customer consent to share Payment Information with Shopify for matching purposes, and use Personal Data including email or phone number for receipt purposes for that transaction including post-transaction activities such as returns and chargebacks.
- d. You may only use Personal Data for other purposes including marketing and promotional if the Customer has expressly consented to its use for such purpose.

### **4. Disclaimer of Warranties**

- a. Your use of the Receipt Services is at your sole risk and is provided on an "as is" and "as available" basis without any warranty or condition, express, implied or statutory.
- b. To the fullest extent permitted by law, Shopify and the Disclaiming Entities make no representation or warranty of any kind whatsoever that the POS Service, including any hardware and software, will enable a Merchant to post its Privacy Policy or obtain consent from a Retail Customer at the time of a transaction in-store at the Point of Sale for receipt or marketing purposes.
- c. Shopify does not warrant that the Receipt Services will be uninterrupted, timely, secure, or error-free, or that any errors will be corrected. We do not warrant that the result obtained from use of the Receipt Services will be accurate or reliable.

### **5. Term & Termination**

- a. By using Shop Pay and POS Services, you are automatically enrolled in Receipt Services, and you agree to be bound by these Terms by using these Receipt Services. If you wish to terminate these Terms, you may do so by toggling off or turning off the Customer receipt selection option in your Point of Sale settings.
- b. Shopify may update these Terms in its sole discretion or terminate the Receipt Services and these Terms at any time for any reason.
- c. These Terms constitute the complete and entire agreement of the parties with respect to the subject matter, and supersedes all prior oral and written agreements, understandings, and communications regarding such subject matter.