

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 12/12/2023

Contract/Agreement Vendor:

Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin:

Cabinet Team Member:

Funding Source:

Fund/Project OCAS Coding

☒

Consent

☐

Action

Annual subscription service with Block, Inc. (Square) to provide an online school store and ability to process CC transactions (POS system). There is no automatic renewal of the agreement, just simple terms and conditions of service for use of product.

Summary

This area must be complete with full explanation of contract

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

✕

Subscribe

Subscribe to Square Online Premium Plan

\$948 per year

You will be charged a prorated amount for the rest of the year and \$948 on the 1st of every following year. You may also be charged sales tax if applicable. If you change your mind, you can pause or cancel your subscription at anytime by visiting the [Pricing and Subscriptions page](#) in your Square Dashboard. For more information, visit our [support center](#).

By subscribing, I agree to the [Terms](#) and [Privacy Policy](#).



General

General Terms of Service

These terms apply if you signed up for Square on or after December 6, 2023 and will become effective and apply to all Square Sellers on January 6, 2024. For terms that apply until then, see [here](#).

Last updated December 6, 2023

We've included annotations in the gray boxes below to emphasize certain portions of our terms and help guide you as you read them. The annotations aren't summaries, so please take the time to read everything!

This page describes the general terms that apply to your use of any of our services. By using our services you agree to these terms on top of any other terms that apply to a specific service you are using (like Team Management, for example). If you use our services on behalf of your company, your company agrees to them too.

These General Terms of Service ("General Terms") are a legal agreement between you, as a current or prospective customer of Square's services ("you," "your") and Block, Inc. Square Capital, LLC, and/or Square Financial Services, Inc., ("Square," "we," "our" or "us") and govern your use of Square's services, including mobile applications, websites, software, cloud-based solutions, hardware, and other products and services in the United States of America (collectively, the "Services"). By using any of the Services, you agree to these General Terms and any policies referenced within ("Policies"), including our Privacy Notice (see Section 8) and terms that limit our liability (see Section 19) and require individual arbitration for any potential legal dispute (see Section 22), which are collectively incorporated herein by reference. You also agree to any additional terms specific to Services you use ("Additional Terms"), such as those listed below, which become part of your agreement with us (collectively, the "Terms"). If you are using the Services on behalf of a business, you represent to us that you have authority to bind that business or entity to these Terms, and that business accepts these Terms. You should read all of our Terms carefully.

- **Payment Terms:** These terms apply to all Payment Services.
- **Point of Sale Additional Terms of Service:** These terms apply when you use certain Square Point of Sale Services.
- **ACH Service Terms:** These terms apply when you use ACH Services.
- **Afterpay Merchant Terms of Service:** These terms apply when you use the Afterpay payment method.
- **Bill Pay Terms:** These terms apply when you use the Bill Pay Service.
- **Hardware Policies and Limited Warranty:** These terms apply when you purchase or use Square hardware or third party hardware and accessories from Square or one of Square's authorized retailers.

- **HIPAA Business Associate Agreement:** If you are subject to HIPAA as a Covered Entity or Business Associate (as defined in HIPAA) and use the Services in a manner that causes us to create, receive, maintain, or transmit Protected Health Information on your behalf, then you agree to the HIPAA Business Associate Agreement ("HIPAA BAA").
- **Generative AI Terms:** These terms apply when you use any Generative AI or AI-powered products, features and tools ("AI Products") offered by Square.

1. Square Account Registration

Provide accurate personal information during registration and keep the information current. We can suspend or terminate your account if you provide incomplete or false information.

You are responsible for all activity on your account.

You must open an account with us (a "Square Account") to use the Services. During registration we will ask you for information, which may include but is not limited to, your name and other personal information. You must provide accurate and complete information in response to our questions, and you must keep that information current. You are fully responsible for all activity that occurs under your Square Account, including for any actions taken by persons to whom you have granted access to the Square Account. We reserve the right to change the account type, suspend or terminate the Square Account of anyone who provides inaccurate, untrue, or incomplete information, or who fails to comply with the account registration requirements.

2. Revisions, Disclosures and Notices

We can make updates to our terms of service at any time, and we'll notify you of these updates as appropriate. By continuing to use our services after these updates, you agree to the revised terms.

You also agree to receive notices from us electronically.

We may amend the Terms at any time with notice that we deem to be reasonable under the circumstances, by posting the revised version on our website or communicating it to you through the Services (each a "Revised Version"). The Revised Version will be effective as of the time it is posted, but will not apply retroactively. Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version.

You agree to **Square's E-Sign Consent**. We may provide disclosures and notices required by law and other information about your Square Account to you electronically, by posting it on our website, pushing notifications through the Services, or by emailing it to the email address listed in your Square Account or that you otherwise provided to Square. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we receive notice that the email was not delivered. If you wish to withdraw your consent to receiving electronic communications, contact **Square Support**. If we are not able to support your request, you may need to terminate your Square Account.

3. Restrictions

If you want to use our services, you can't do certain bad things. If we think you are doing these bad things, we have the right to share your information with law enforcement.

Except where prohibited by law, you may not, nor may you permit any third party, directly or indirectly, to:

1. export the Services, which may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII);
2. engage in any activity that may be in violation of regulations administered by the United States Department of the Treasury's Office of Foreign Asset Control (31 C.F.R. Parts 500-599). Prohibited activity includes but is not limited to the provision of Services to or for the benefit of a jurisdiction, entity, or individual blocked or prohibited by relevant sanctions authorities, including but not limited to activities in Iran, Cuba, North Korea, Syria, or the Crimean Region of the Ukraine. If found to be in apparent violation of these restrictions, your account could be terminated and your funds could be held for an indefinite period of time;
3. access or monitor any material or information on any Square system using any manual process or robot, spider, scraper, or other automated means;
4. except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;
5. perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
6. copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material, information or Services from Square;
7. use and benefit from the Services via a rental, lease, timesharing, service bureau or other arrangement;
8. transfer any rights granted to you under these General Terms;
9. use the Services in a way that distracts or prevents you from obeying traffic or safety laws;
10. use the Services for the sale of firearms, firearm parts, ammunition, weapons or other devices designed to cause physical harm;
11. use the Services for any illegal activity or goods or in any way that exposes you, other Square users, our partners, or Square to harm; or
12. otherwise use the Services except as expressly allowed under these Terms.

If we reasonably suspect that your Square Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Square Account, and any of your transactions with law enforcement.

4. Compatible Mobile Devices and Third Party Carriers

We do not warrant that the Services will be compatible with your mobile device or carrier. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as “jail broken.”

5. Your Content

You retain all rights to your content when you upload it into our services, but you do give us broad rights to use, modify, display your content in our services. You can see specifics on the rights you grant us below.

Also, anything you provide us or make available to the public through our services must not contain anything that we think is objectionable (e.g., illegal, obscene, hateful or harmful to you, our customers or us). We can remove any content at any time.

The Services may include functionality for uploading or providing suggestions, recommendations, feedback, stories, photos, documents, logos, products, loyalty programs, promotions, advertisements and other materials or information (“Content”).

You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media for any reason, including to provide, promote, and/or incorporate into the Services. You retain all rights in your Content, subject to the rights you granted to us in these General Terms. You may modify or remove your Content via your Square Account or by terminating your Square Account, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Services.

You will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or Intellectual Property Rights; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with Square's or its partners' products and services, as determined by us in our sole discretion; or (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose Square, its affiliates or its customers or other persons to harm or liability of any nature.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. Square may also monitor such Content to detect and prevent fraudulent activity or violations of Square's General Terms. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content.

6. Copyright and Trademark Infringement

We respect the intellectual property rights of others and ask you to do the same. We have adopted an [Intellectual Property Policy](#) regarding third-party claims that your material infringes the rights of others. We respond to all valid notices of such infringement, and our policy is to suspend or terminate the accounts of repeat infringers.

7. Security

We take security incredibly seriously, but can't guarantee that bad actors will not gain access to your personal information. You need to do your part by keeping your passwords safe, being smart about who has access to your account and which of your devices can access our services, and letting us know if you think an unauthorized person is using your account.

If there is ever a dispute about who owns your account, we are the decider.

We have implemented technical and organizational measures designed to secure your personal information from accidental destruction, loss, alteration and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You provide your personal information at your own risk.

You are solely responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices and computer(s). You will immediately notify us of any unauthorized use of your password or Square Account or any other breach of security. You will immediately take all reasonable steps to mitigate the effects of a security breach and will cooperate with Square and provide all information requested by Square to remediate the breach. Any assistance provided by Square in relation to a security breach does not in any way operate as acceptance or acknowledgement that Square is in any way responsible or liable to you or any other party in connection with such breach.

Notwithstanding Sections 21 and 22, in the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any Square Account subject to dispute) will be final and binding on all parties.

8. Privacy

Your Personal Information By using any of our Services as a Square seller, you acknowledge our data practices that apply to you, as set out in the [Square Account Holder Privacy Notice](#) (the "Privacy Notice"). The Privacy Notice explains how Square collects, uses and protects the personal information you provide to us where Square makes use of your personal data to provide you with the Services or for its own purposes. You are required to familiarize yourself with the Privacy Notice prior to using the Services.

Your Customers' and Employees' Personal Information Square will process certain of your customers' or employees' personal data on behalf of your business as a service provider ("data processor"). In such circumstances, you agree that you will comply with the data

protection laws applicable to you and will provide data subjects with information on the processing of their personal information which satisfies the transparency requirements of such data protection laws and which ensures that personal data may be processed fairly, lawfully and in a transparent manner. If you or your business are located in California, Colorado, Connecticut, Utah, or Virginia, please see [Section 28](#).

9. Communications

You consent to us sending messages to your email or mobile devices about your account or our services, which may include marketing. You can opt out of communications in ways that are specific to that communication method, such as by unsubscribing from emails, or replying to text messages with 'STOP'.

You consent to accept and receive communications from us, including e-mail, text messages, calls, and push notifications to the cellular telephone number you provide to us when you sign-up for a Square account or update the contact information associated with your account. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails. You may opt out of any promotional phone calls by informing the caller that you would not like to receive future promotional calls. You may only opt-out of text messages from Square by replying STOP. You acknowledge that opting out of receiving communications may impact your use of the Services.

We also provide Services that allow you to send short message service (SMS) messages to your customers (the "Seller-Initiated SMS Services"). You will only use the Seller-Initiated SMS Services in compliance with these Terms and all other applicable laws and regulations of the jurisdiction from which you send messages and in which your messages are received.

10. Paid Services

Lots of what we offer is free, but we offer paid services too. We can collect payments for a paid service by either charging your linked debit/credit card or taking the payment from your transaction proceeds, Square-account balance or linked bank account.

We'll give you 30 days advance notice if we change our subscription fees, and you can cancel your subscription at any time.

Square's Services include both paid-for Services ("Paid Services") and free Services, for which no additional fees are charged ("Free Services"). Square offers certain Paid Services to be paid for on a recurring basis ("Subscription Services") and others on an as-used basis ("À La Carte Services"). Subscription Services may subject you to recurring fees and/or terms. By

signing up for a Subscription Service, including after any free trial period, you agree to pay us the subscription fee and any applicable Taxes (as defined below) ("Subscription Fee"). A La Carte Services may subject you to fees charged per usage and/or terms, including transaction volume. By using an A La Carte Service, you agree to pay the fees and any Taxes incurred at the time of usage ("A La Carte Fees" and, together with Subscription Fees, the "Paid Service Fees"). See [Payment Terms](#) for terms applicable to Payment Services.

In general, Paid Service Fees may be paid by debit card, credit card, or deducted from your transaction proceeds; however, Paid Service Fees related to hardware may only be paid by debit card or credit card. If you link a debit or credit card to your account, you authorize us to collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card. Regardless of payment device or method, we reserve the right to collect Paid Service Fees by deduction from your transaction proceeds, the Balance (as defined in the Payment Terms) in your Square Account or your linked bank account.

Unless otherwise provided in a Subscription Service's terms, Subscription Fees will be charged on the first of every month until canceled. You may cancel a Subscription Service at any time from your Square Account settings. If you cancel a Subscription Service, you will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fee already due or paid. We reserve the right to change our Subscription Fee upon thirty (30) days' advance notice. Your continued use of Subscription Services after notice of a change to our Subscription Fee will constitute your agreement to such changes.

11. Taxes

Your Taxes are your responsibility. But we may have an obligation under applicable law to charge and/or remit Tax on Paid Services and report certain information about you to the IRS or other applicable Tax authority.

For purposes of these Terms, "Tax" and "Taxes" include any and all present or future taxes, charges, fees, levies or other assessments, including, without limitation, income, telecommunications, value-added, goods and services tax or similar taxes, stamp tax or duty, gross receipts, excise, real or personal property, sales, withholding, social security, occupation, use, severance, environmental, license, net worth, payroll, employment, franchise, transfer and recording taxes, fees and charges, imposed by any domestic or foreign Taxing authority, including any penalties, interest or additions to tax (collectively, "Taxes").

Unless otherwise expressly stated, all Paid Services Fees are exclusive of any Taxes. You are responsible and liable for identifying and calculating any and all Taxes required to be assessed, incurred, collected, paid or withheld for your use of the Services. Unless otherwise expressly stated, You also are responsible and liable for (a) determining whether Taxes apply to your sale of products and services, payments received, bill payments made or received, and/or any other transactions arising from or out of your use of the Services, and (b) registering with Tax authorities in jurisdictions where you are required to do so by applicable law, and (c) calculating, collecting, reporting, paying, and/or remitting any such applicable Taxes to the appropriate Tax and revenue authority. Square specifically disclaims any liability for such Taxes and you agree to fully indemnify, defend, and hold Square harmless against any such Taxes and any other related expenses or costs. Notwithstanding anything in these

Terms to the contrary, You agree that we are not a marketplace, marketplace facilitator, marketplace provider, or similar construct under any applicable law relating to sales, use, or similar taxes, nor do the Services hereunder provide a marketplace or similar construct, and You agree to not take any tax position to the contrary, including on any tax return, tax filing, in any tax audit or examination or otherwise.

Notwithstanding the foregoing, Square may charge applicable Taxes on Services, as required by law, which you agree to pay, unless you provide Square with timely appropriate, complete, and accurate information and documentation satisfying the legal and Tax requirements of the relevant governmental or Tax authority to establish that the otherwise applicable Tax is not required to be charged by Square. You agree to fully indemnify, defend and hold Square harmless against any Tax imposed by a Tax authority for failure to apply correct Taxes if such failure is a result of your failure to provide Square with the correct evidence to support your exemption from such Taxes, as applicable.

Square may be obligated under applicable laws to report certain information to tax and revenue authorities ("Tax Information") and/or you with respect to your use of the Services. Upon request, you shall provide Square with the necessary information to complete any applicable Tax Information reporting and recertify such information from time to time, as may be required by applicable law, or otherwise in connection with any Tax audit or examination. If you use our Services you acknowledge that we will report to the applicable Tax and revenue authorities the required Tax Information (including the total number and amount of payments you received during the relevant reporting period). We also may, but are not obligated to, send to you the Tax Information reported.

If applicable, Square shall be entitled to deduct from any payments to you the amount of any applicable withholding Taxes with respect to amounts payable, or any other Taxes, in each case required to be withheld by Square to the extent that Square remits to the appropriate Tax authority on your behalf such Taxes. Any amounts so deducted or withheld shall be treated as having been paid for all purposes of these Terms and Square will not be obliged to increase or gross-up any payment on account of any withholding of Tax.

You acknowledge and agree that Square is not providing any Tax advice and nothing Square says or provides to you should be interpreted as such. For any Tax-related inquiries in connection with the Services or these Terms, you should consult your own Tax or legal advisor.

12. Modification and Termination

We can terminate or deny you access to our services at any time, for any reason. You can also choose to deactivate your account at any time.

We may terminate these General Terms or any Additional Terms, or suspend or terminate your Square Account or your access to any Service, at any time for any reason. We may add or remove, suspend, stop, delete, discontinue or impose conditions on Services or any feature or aspect of a Service. We will take reasonable steps to notify you of termination or these other types of Service changes by email or at the next time you attempt to access your Square Account. You may also terminate the General Terms and Additional Terms applicable to your Square Account by deactivating your Square Account at any time.

13. Effect of Termination

Once our relationship ends, we are not responsible for any losses you experience because of the termination of our services or for removing your data from our servers. Some terms of our agreement will still apply even after our relationship ends.

If these General Terms or your Square Account is terminated or suspended for any reason: (a) the license and any other rights granted under these Terms will end, (b) you agree to immediately terminate and cease use of all Services, (c) we may (but have no obligation to) delete your information and account data stored on our servers, and (c) we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data. In addition to any payment obligations under the Payment Terms, the following sections of these General Terms survive and remain in effect in accordance with their terms upon termination: 5 (Your Content), 6 (Copyright and Trademark Infringement), 7 (Security), 8 (Privacy), 13 (Effect of Termination), 15 (Ownership), 16 (Indemnity), 17 (Representations and Warranties), 18 (No Warranties), 19 (Limitation of Liability and Damages), 20 (Third Party Products), 21 (Disputes), 22 (Binding Individual Arbitration), 23 (Governing Law), 24 (Limitation on Time to Initiate a Dispute), 25 (Assignment), 26 (Third Party Service and Links to Other Web Sites), and 29 (Other Provisions).

14. Your License

We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Paid Services, and a royalty-free, limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Free Services as authorized in these General Terms. We may make updates to the Services available to you, which you must accept to continue using the Services. Any such updates may be subject to additional terms made known to you at that time.

15. Ownership

While we're happy to let you use our services, you don't have any ownership rights in them. We can act on any ideas you share with us about how we can improve our products and services free of charge.

We reserve all rights not expressly granted to you in these General Terms. The Services are protected by copyright, trademark, patent and other laws of the United States and other countries. We own all rights, title, and interest, in and to the Services and all copies of the Services. These General Terms do not grant you any rights to our trademarks or service marks.

For the purposes of these General Terms, "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 that may exist now or come into existence in the future, and all of their applications,

registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

You may submit feedback, comments or ideas about the Services ("Ideas"). Submitting Ideas is entirely voluntary, and we will be free to use such ideas as we see fit without any obligation to you.

16. Indemnity

If you do something using our services that gets us sued or fined, you agree to cover our losses as described below.

You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any claim, action, audit, investigation, inquiry, or other proceeding instituted by any person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country or any inaccuracy in any Tax Information provided hereunder; (e) any third-party claims made by your Buyer regarding Square's processing of your customer/Buyer's Personal Information in connection with providing you with the Services; and (f) any other party's access and/or use of the Services with your unique name, password or other appropriate security code; and (g) any transaction, purchase, good or service in respect of which Square provides, or provided, you with payment processing services in accordance with the Terms.

17. Representations and Warranties

Here's the part where you promise that you are who you say you are, and that you will obey the law and our terms.

You represent and warrant to us that: (a) you are at least eighteen (18) years of age; (b) you are located in the United States; (c) you are eligible to register and use the Services and have the right, power, and ability to enter into and perform under these General Terms; (d) any information you provide in connection with the Services, including your business name, accurately and truthfully represents your business or personal identity under which you sell goods and services; (e) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you and/or your business, including the Health Insurance Portability and Accountability Act ("HIPAA"); (f) you will not use the Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Services; and (g) your use of the Services will be in compliance with these Terms.

18. No Warranties

While we do our best to bring great products and services to our customers, we provide them as-is, without warranties. We are not responsible for any goods and services that you might buy or sell using Square's services.

THE USE OF "SQUARE" IN SECTIONS 18 AND 19 MEANS SQUARE, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES).

THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, SQUARE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

SQUARE DOES NOT WARRANT, REPRESENT OR GUARANTEE IN ANY WAY THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR FIT FOR ANY PARTICULAR PURPOSE.

Square does not warrant, endorse, guarantee, or assume responsibility or liability for any product or service advertised or offered by a third party. Square does not have control of, or liability for, goods or services that are paid for using the Services.

19. Limitations of Liability and Damages

As described below, if something bad happens because of your use of our services, our liability is capped.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SQUARE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, SQUARE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL SQUARE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR SQUARE ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF SQUARE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD

IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR (B) \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SQUARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

20. Third Party Products

All third party hardware and other products included or sold with the Services are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. SQUARE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

21. Disputes

When you see the word "Dispute" in these terms, here's what it means.

"Disputes" are defined as any claim, controversy, or dispute between you and Square, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), whether arising before or during the effective period of these Terms, and including any claim, controversy, or dispute based on any conduct of you or Square that occurred before the effective date of these Terms, including any claims relating in any way to these Terms or the Services, or any other aspect of our relationship.

22. Binding Individual Arbitration

This section provides details about how we will resolve disputes through the arbitration process.

General.

You and Square agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be individually arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, MASS ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST SQUARE. Nothing in this agreement prevents you or Square from

settling Disputes on a class, representative, or consolidated basis. If any term of this arbitration agreement in Section 21 is found unenforceable, including the Bellwether Arbitration procedures described below, the unenforceable term will be severed, and the remaining terms will be enforced (but in no case will there be a class action, consolidated action, mass action or representative action arbitration).

Pre-Filing Requirement to Attempt to Resolve Disputes.

Before an arbitration is commenced, you and Square agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. Both parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of the Terms. To provide this opportunity, before commencing any arbitration, proceeding in small claims court, or lawsuit (when permitted by this arbitration agreement), each party agrees to send to the other party a written Notice ("Notice") and personally meet and confer to informally resolve any Dispute. Any Notice to Square should be sent by mail to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, CA 94612. Any Notice sent to you will be mailed to the address on file for your account. The Notice must: (i) include your name, mailing address, Square Account Name, the email address and phone number associated with your account, and; (ii) provide detailed information sufficient to evaluate the merits of the claiming party's individualized claim and for the other party to determine if an amicable resolution is possible; (iii) set forth the specific relief sought, including an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages; and (iv) be personally signed by you or Square, as applicable. A Notice is only valid when it pertains to, and is on behalf of, an individual party. A Notice brought on behalf of multiple parties is invalid as to all. Both parties agree that they will attempt to resolve a Dispute through an informal negotiation within sixty (60) days from the date the Notice is received, and you and Square therefore agree that, before either you or Square demands or attempts to commence arbitration or litigation (where permitted) against the other, both parties will personally meet and confer, via telephone or videoconference, with each other in a good-faith effort to resolve informally any Dispute. These informal resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration or litigation (where permitted); multiple parties initiating claims cannot participate in the same informal resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. Engaging in an informal resolution conference is a requirement that must be fulfilled before commencing arbitration or litigation (where permitted). Any statute of limitations shall be tolled while the parties engage in the informal resolution process required by this paragraph.

After that sixty (60) day period and not before, and after the informal resolution conference has occurred and not before, either party may elect, in a written Notice to the other party as described above, that it will pursue the matter either through small claims court or arbitration. The party receiving the notice shall then have seven (7) days to respond, including to elect for the case to be heard by a small claims court with jurisdiction. After that seven (7) day period and not before, either party may commence arbitration if not proceeding in small claims court with jurisdiction. You agree that compliance with the informal resolution process described above is a condition precedent to commencing arbitration or filing a claim in small claims court. A party's failure to satisfy this condition precedent entitles the opposing party to seek immediate dismissal of the arbitration or litigation (where permitted) and the right to

seek reimbursement for its costs. If either party elects small claims court, the Dispute will be resolved in that forum and not through arbitration. Each party agrees that state courts in the City and County of San Francisco, California, or federal court for the Northern District of California, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph. Each party also agrees that state courts in the City and County of San Francisco, California, or federal court for the Northern District of California may address whether a claim filed in small claims court or in arbitration has been previously released.

Scope of Arbitration.

If we and you are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by National Arbitration and Mediation ("NAM") (<https://www.namadr.org>) according to the [NAM Comprehensive Rules and Procedures](#) (the "NAM Rules"), and this Section. In the event NAM is unavailable to administer the arbitration, either party may invoke 9 U.S.C. § 5 to request that a court appoint the Arbitrator. Except as set forth above, and for Disputes subject to jurisdiction in small claims court, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Small Claims Court.

Subject to applicable jurisdictional requirements, either party may elect to pursue a Dispute in a local small claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to the arbitration provider but before an Arbitrator has been selected, and the claim is subject to the jurisdiction of the filing party's local small claims court, the other party can send a written notice to the opposing party and the arbitration provider requesting that the Dispute be decided in small claims court. Upon receipt of such notice, and if all outstanding arbitration service fees have been paid, the arbitration provider shall then administratively close the case. respondent.

Arbitration Procedures.

The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. So long as it is consistent with the NAM Rules, the arbitration shall occur through the submission of documents to one Arbitrator. To the extent the Arbitrator determines that hearing is required, the arbitration shall be conducted remotely by telephone or video conference. To the extent that the Arbitrator determines that an in-person hearing is required, the arbitration hearing will take place as close to your hometown as practicable. You and Square will have the right to file early or summary dispositive motions. The Arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Square values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an Arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the

individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect with respect to disputes involving other parties.

Bellwether Arbitration Procedures.

You and Square agree that if twenty-five (25) or more similar individual arbitration demands are brought against you or us by or with the assistance of the same or coordinated counsel or entities ("Mass Proceeding"), the parties shall select twelve (12) individual arbitration demands (six (6) per side) for arbitration to proceed ("Bellwether Arbitrations"). The determination of whether or not a demand/demands is/are part of a "Mass Proceeding" is in the arbitration provider's sole discretion; however, either party can request the appointment of a Procedural Arbitrator (as described below) if they do not agree with the arbitration provider's determination.

While the Bellwether Arbitrations are adjudicated, all other demands for arbitration that are part of the Mass Proceeding shall be held in abeyance and stayed, and no party shall be responsible for paying any administrator or arbitrator fees (other than the arbitration provider's initial filing/administrative fees, and Procedural Arbitrator fees, if applicable) while the Bellwether Arbitrations are adjudicated. Any applicable statute of limitations shall be tolled as to non-Bellwether Arbitrations demands when such non-Bellwether Arbitrations are held in abeyance. The tolling period will begin when the claimant first provided the Notice of its intent to initiate an informal resolution conference as described above.

Any party may request, within five (5) business days of being notified by the arbitration provider that a Mass Proceeding exists, that the arbitration provider appoint a sole procedural arbitrator ("Procedural Arbitrator") to determine initial questions that arise in the Bellwether Arbitrations, including whether the Bellwether Arbitration procedures are applicable or enforceable, whether any particular demand is part of a Mass Proceeding, and whether any particular demand within a Mass Proceeding was filed in accordance with this Section XIII.19. To expedite the Procedural Arbitrator's resolution of any such initial questions, the parties agree that the Procedural Arbitrator may set forth such procedures as are necessary to resolve any such initial questions promptly. The parties agree that procedures outlined in the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures (available at <https://www.namadr.com/resources/rules-fees-forms/>) shall apply to the appointment and conduct of the Procedural Arbitrator. Square shall pay the Procedural Arbitrator's costs.

All parties agree that the Bellwether Arbitration procedures are designed to be a generally faster, more efficient, and more affordable mechanism for resolving a Mass Proceeding, including the claims of individual parties who are not selected for a Bellwether Arbitration. All parties shall work in good faith with the Arbitrator or Procedural Arbitrator to complete each Bellwether Arbitration within one hundred and twenty (120) calendar days of its initial pre-hearing conference.

Following resolution of the Bellwether Arbitrations, all parties agree to engage in a mediation of all remaining arbitration demands comprising the Mass Proceeding (the "Bellwether Mediation"). The Bellwether Mediation shall be administered by the arbitration provider. If the parties are unable to resolve the remaining demands for arbitration comprising the Mass Proceeding within thirty (30) calendar days following the Bellwether Mediation, the remaining demands for arbitration comprising the Mass Proceeding shall be administered by the arbitration provider on an individual basis pursuant to the arbitration provider's rules and this Section 22, unless the parties mutually agree otherwise in writing.

All parties agree to cooperate in good faith with the arbitration provider to implement the Bellwether Arbitration procedures, including deferring any costs associated with the non-Bellwether Arbitration Mass Proceedings until the Bellwether Arbitrations and subsequent Bellwether Mediation have concluded, and cooperate on any steps to minimize the time and costs of arbitration, which may include the appointment of a discovery special master to assist the Arbitrator in the resolution of discovery disputes and the adoption of an expedited calendar of the arbitration proceedings.

These Bellwether Arbitration procedures shall in no way be interpreted as authorizing a class, collective, or mass action of any kind, or an arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this Section 22.

Arbitration Fees.

In accordance with the NAM Rules, the party initiating the arbitration (either you or us) is responsible for paying the applicable filing fee. You agree that you do not intend to use the Services for personal, family or household use. Accordingly, for purposes of calculating any arbitration costs and fees, you and Square agree that you are not a “consumer,” and that the NAM Comprehensive Fees schedule will apply. The arbitrator’s hourly fees (also referred to as Arbitrator Hearing Time) shall be split evenly between the parties. For purposes of this arbitration agreement, references to you and Square also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services.

Opt Out.

You may reject this arbitration agreement, in which case only a court may be used to resolve any Dispute. To reject this agreement, you must send us an opt-out notice (the “Opt Out”) within thirty (30) days after you first create your Account, or for existing customers who agree to this as a terms update, within thirty (30) days of agreeing to such updated terms. The Opt Out must be mailed to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, 94612 (please note that any correspondence not related to opting out sent to this PO Box will not receive a reply). For your convenience, we are providing an opt out [notice form](#) you must fill in to Opt Out. You must complete this form by providing your name, address, phone number and the email address(es) you used to sign up and use the Services. This is the only way of opting out of this arbitration agreement. Opting out will not affect any other aspect of the Terms, Additional Terms, or the Services, and will have no effect on any future agreements you may reach to arbitrate with us. An Opt Out that purports to opt out multiple parties will be invalid as to all such parties. No individual party (or their agent, representative, or group of agents or representatives) may effectuate an Opt Out on behalf of other individual parties.

Court Proceedings.

Subject to and without waiver of the arbitration agreement above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City and County of San Francisco, California, or federal court for the Northern District of California.

23. Governing Law

Our relationship is governed by the laws of California, federal law, or both.

These General Terms and any Dispute will be governed by the Federal Arbitration Act, as set forth above, and by California law and/or applicable federal law, without regard to its choice of law or conflicts of law principles.

24. Limitation on Time to Initiate a Dispute

Any action or proceeding by you relating to any Dispute must commence within one year after the cause of action accrues.

25. Assignment

You may not transfer any rights you have under our terms of service to anyone else.

Unless expressly authorized by Square, these General Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

26. Third Party Services and Links to Other Websites

While you're using our products and services, you may be offered services from third parties. We are not responsible for any issues you may have with them.

You may be offered services, products and promotions provided by third parties and not by Square, including, but not limited to, third party developers who use Square's services ("Third Party Services"). If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions for these services. We are not responsible or liable for the performance of any Third Party Services. Further, you agree to resolve any disagreement between you and a third party regarding the terms and conditions of any Third Party Services with that third party directly in accordance with the terms and conditions of that relationship, and not Square. The Services may contain links to third party websites. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Square. Such third party websites are not governed by these General Terms. You access any such website at your own risk. We expressly disclaim any liability for these websites. When you use a link to go from the Services to a third party website, our Privacy Notice is no longer in effect. Your browsing and interaction on a third party website, including those that have a link in the Services is subject to that website's own terms, rules and policies.

27. Third-Party Beneficiaries

No provision in these General Terms, and any applicable Additional Terms is intended or shall create any rights with respect to the subject matter of these General Terms, and any applicable Additional Terms in any third party.

28. State-Specific Privacy Terms

If you are a “Business” as defined by the California Consumer Privacy Act of 2018 (“CCPA”), or are a “Controller” subject to the Colorado Privacy Act, Connecticut’s An Act Concerning Personal Data Privacy And Online Monitoring, the Utah Privacy Rights Act, or the Virginia Consumer Data Protection Act (collectively, “State Privacy Laws”), then this provision 28 applies to you. For purposes of this Section 28, “process”, “sell”, and “business purpose(s)” have the meaning ascribed to them by the State Privacy Laws.

a) For purposes of this Section 28, “Buyer Personal Information” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household that is processed by Square in connection with its Services to you. Buyer Personal Information does not include information Square receives about your customers (“Buyers”) for purposes of Square’s digital receipt, customer directory and email marketing tools (“Square Buyer Features”), or for Square Go. It does include information that your Buyer has provided you through Square Appointments, Square Invoices, or to receive Loyalty-related or promotional text messages. For details about our privacy practices with respect to Square Buyer Features, please refer to our [Buyer Features Privacy Notice](#).

b) We may receive Personal Information from Buyers for the purpose of performing Services on your behalf as described in these General Terms. We agree that we will process Buyer Personal Information collected, processed, stored or transmitted by, or accessible to us in the course of these General Terms, and other Applicable Terms of Service referenced above, only on your behalf, and for the purpose of providing you with the Services in these Terms and other applicable terms linked above based on the products you use. We acknowledge that we are prohibited from: (i) selling the Buyer Personal Information; (ii) retaining, using, or disclosing the Buyer Personal Information for any purpose other than providing to you the Services specified in these General Terms(s), and other applicable Terms of Service referenced above. As part of, and for purposes of, facilitating the Services, Square may (i) de-identify or aggregate the Buyer Personal Information; (ii) process the Buyer Personal Information for operational purposes, including, without limitation, verifying or maintaining the quality and safety of the Services; improving, updating or enhancing the Services either for you or for our customers generally; detecting and preventing fraud, and for protecting the security and integrity of our Services; and complying with our legal obligations; and (iii) if you participate in Square Go, process the Buyer Personal Information on the instructions of the Buyer. You acknowledge and agree that Buyer Personal Information that you disclose to Square is provided to Square for the parties’ business purposes.

c) We reserve the right to delete Personal Information stored pursuant to these General Terms in the ordinary course of business, pursuant to our retention schedules.

29. Other Provisions

These General Terms, and any applicable Additional Terms or Policies, are a complete statement of the agreement between you and Square regarding the Services. In the event of a conflict between these General Terms and any other Square agreement or Policy, these General Terms will prevail and control the subject matter of such conflict. If any provision of these General Terms or any Additional Term is invalid or unenforceable under applicable law, then it will 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. These General Terms do not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these General Terms will be deemed a further or continuing waiver of such term or any other term.

General

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[Developer Terms of Service](#)

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Contact

[Customer support: 1 \(855\) 700-6000](#)
[Sales: 1 \(800\) 470-1673](#)

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General

Privacy Notice for Square Sellers and Website Visitors

Effective Date: December 1, 2023

This Privacy Notice describes how your Square entity as indicated below (“Square,” “we” and “us”) collects, uses, discloses, transfers, stores, retains or otherwise processes your information when you (whether you are a person acting as a sole proprietor or on behalf of another business entity) visit our website (www.squareup.com) or apply or sign up for a Square account (collectively, “Services”).

If you are a consumer shopping at a business that uses Square, please refer instead to the Privacy Notice available [here](#). If you are a consumer shopping at a business that uses Square and you provide information to Square in order to receive a digital receipt and email marketing messages, and/or you have signed up to use Square Pay, please refer to the Privacy Notice available [here](#).

- If your Country of Residence is the United States, your Square entity is Block, Inc., 1455 Market Street, Suite 600, San Francisco, CA 94103, United States.
- If your Country of Residence is Canada, your Square entity is Square Canada, Inc. or Square Technologies, Inc.
- If your Country of Residence is Japan, your Square entity is Square KK.
- If your Country of Residence is Australia, your Square entity is Square AU PTY, Ltd.
- If your Country of Residence is within the European Union, your Square entity is Squareup International Ltd.
- If your Country of Residence is the United Kingdom, your Square entity is Squareup Europe Ltd.

The full contact details for each of these entities are available at the end of this Privacy Notice.

Our Privacy Notice explains:

- [INFORMATION WE COLLECT ABOUT YOU](#)
- [INFORMATION WE COLLECT ABOUT YOUR CUSTOMERS](#)
- [WHEN AND WITH WHOM WE SHARE YOUR INFORMATION](#)
- [SECURITY](#)
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- [HOW TO CONTACT US](#)

INFORMATION WE COLLECT ABOUT YOU

We collect information about you in three ways: (i) when you provide it to us directly; (ii) when we gather information while you are using the Services; and (iii) when we collect information from other sources. We explain below what types of data are involved in each case, how and why we process (use) it and the lawful basis that applies to our use of the relevant information.

Information You Provide ("Square Account Data")

Below is a description of the types of information that we may receive directly from you which we refer to as "Square Account Data":

Types of Information ("Square Account Data")	Examples
Financial Information	Bank account information and payment card numbers
Tax Information	Withholding allowances and tax filing status
Identity Information	Name, email address, postal address, signature, and phone number; Passport number, driver's license number, Social Security number, Taxpayer Identification number, or other government-issued identification number;

Where additional verification is required and where you choose to share such information, photo identification, such as your passport or driver's license, in combination with a photograph facial scan and biometrics extracted from such image or other documents proving your identity or

place of residence, including financial account statements, phone or utility bills.

Any other data you give us Information that you voluntarily provide to us, including your survey responses; participation in contests, promotions, or other prospective seller marketing forms or devices; suggestions for improvements; information disclosed to the chatbots that operate on our Services; referrals; or any other actions you perform on the Services.

Here is an explanation of what we do with the Square Account Data described above, i.e. how we use it and for what purposes, along with an explanation of the lawful basis that supports this use.

How we use Square Account Data	Why we process Square Account Data	Legal Justification
When you make a request to receive information about Square or our products we collect Identity Information that you provide to us.	To respond to your request, including determining whether the Services are available in your country.	Pre-contract performance
We use your Identification Information and your Financial Information to go through our identity or account verification process and to enable you to authenticate into your account once it is created.	To determine whether the Services are available in your country and to create your account with us and to meet our AML, "know your customer", background checking (see further below) and other compliance requirements.	Legal obligation. For example, "Know your Customer" and AML compliance requirements are governed by, among other laws, the Bank Secrecy Act (1970) (USA), the USA Patriot Act (2001) (USA), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and associated regulations (S.C. 2000, Canada), EU Directive 2015/849 (AMLD IV) on anti-money laundering and terrorist financing, EU Directive 2018/843 (AMLD V) on anti-money laundering and terrorist financing and EU Member State implementing legislation such as the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended) (Ireland).
We share your Identification Information with identity verification vendors, including credit reporting agencies, wireless carriers, and others, to verify information that we collect. Our vendors cross-check the identity and financial data you give us. Your information is also screened against relevant sanctions watchlists.		

We use your Identification Information to deliver the information and support you request, including to deliver technical notices, security alerts, and support and administrative messages to you. We also use it to resolve disputes, collect payments or fees, and provide assistance for problems with our Services or your Square account.	To communicate with you to fulfill our obligations under the Terms of Service .	Contractual performance
When you apply or sign up for a Square account or other Services, we collect all of the Square Account Data necessary to create your account and enable you to start fulfilling transactions.	To create and support your account with us, including displaying your transaction history including monthly account statements.	Contractual performance
We use your Identification Information to send you surveys and get your feedback about our Services.	To understand if the Services are helpful to you and to evaluate the effectiveness of any updates we provide.	Legitimate interest
We use your Identification Information to promote our products and Services to you.	To promote our products and services.	Legitimate interest or consent (where legally required for direct marketing contact).
When you provide feedback to us or answer our surveys.	To improve our services and to develop new products and services.	Legitimate interest
We use your Identification Information to personalise your use of our Services, for example, when you sign up for a Square account, we can associate certain	To improve your customer experience.	Legitimate interest and/or contractual performance.

information with your new account, such as information about other Square accounts you have had or currently have, and prior transactions you have made using our Services.

Information We Collect From Your Use of the Services

We also get data from the devices you use when you interact with our systems, like your location or information about the device you're using. We refer to this as Usage Data.

Types of Information ("Usage Data")	Examples
Commercial Information	<ul style="list-style-type: none"> Information about the products and services you sell e.g., inventory, pricing and other data. Information about your payment transactions e.g., when and where the transactions occur, a description of the transactions, the payment or transfer amounts, billing and shipping information, and payment methods used to complete the transactions.
Location data, which includes the location of your device, and may in some circumstances include precise geolocation data	For more information and to learn how to disable collection of location information from your mobile device, please see below.
Internet or other electronic network activity information	<ul style="list-style-type: none"> Web browser and device characteristics. Information about how you use and interact with our Services. This includes your access time, "log-in" and "log-out" information, browser type and language, the domain name of your internet service provider, other attributes about your browser, any specific page you visit on our platform, content you view, features you use, the date and time of your use of the Services, your search terms, and the website you visited before you visited or used the Services.
Online identifiers	<ul style="list-style-type: none"> Information you use to log in to your account. Internet Protocol ("IP") address, and unique personal identifiers (including device identifier; cookies, beacons, pixel tags, mobile ad identifiers and similar technology; customer number; unique alias, and other identifiers).

Professional or employment-related information	<ul style="list-style-type: none"> Information you provide about your business (e.g., appointments, staffing availability, and contact data) and your employees (e.g., job titles, payroll information, and hours worked and other timecard data).
Profile information - Inferences drawn from any of the information above to create a profile about you	<ul style="list-style-type: none"> These may reflect your preferences, characteristics, and behavior. For example, if you use a product or service after receiving a marketing communication about it.

We need this Usage Data to do things like provide services to you that you have requested, fulfill our legal obligations (such as checking if payments are being made or received by you and that they are legally compliant), and help protect your account from hackers and prevent fraud. We also need this Usage Data to make our products and services better for you and others, as well as to develop new products and services. For example, if more transactions are occurring on a specific hardware device we will build out more product and service availability on that device.

How we use Usage Data	Why we process Usage Data	Legal Justification
We collect your Commercial Information from the devices you use when you interact with our systems and from the information that is associated with the transaction as captured on our databases.	This enables us to provide services to you that you have requested including inventory, eCommerce and payments processing.	Contract performance
	This also enables us to protect the integrity of our Services and systems, and your, our, our customers', or your customers' rights or property.	Legitimate Interests
	This also enables us to do internal research, measure, track, and analyze trends and usage, to improve our products and services, and, in the United States, to provide our products and services when instructed by your customers.	Legitimate Interests
We use your Commercial Information when you interact with our systems and when it is associated with a	This enables us to debug, fix service errors, investigate, detect, prevent, report or recover from fraud, misrepresentations, security breaches or incidents, other potentially prohibited,	Contract performance (support and maintenance)
		Legal obligation (fraud or incident reporting)

transaction. We combine this information with Identification Information as well as with risk signals.	malicious, or illegal activities; or to otherwise help protect your account, including to dispute chargebacks on your behalf.	Legitimate interest (protect your account)
We may use your Commercial Information in connection with artificial intelligence technologies to generate personalized features for your business.	This enables us to provide the Services that you have requested that utilize these technologies.	Contract Performance
We collect your Internet or other electronic network activity information while you are using the Services using our website, web apps, and hardware and we combine this with your Profile Information.	This enables us to provide Services to you in compliance with regulatory obligations.	Legal obligation (fraud or incident reporting)
	This enables us to provide Services to identify any unusual activity on your account so as to detect and prevent fraud, and to debug and fix errors that impair how our Services function.	Contract performance Legitimate interest
We store your Professional or employment-related information in our databases.	This enables us to deliver aspects of the Services (e.g., Team Management, Crew App and Payroll) that require this level of information to function.	Contract performance
We generate your Profile Information using our databases. We use your Profile Information to verify your identity, and to enhance our Services.	This enables us to engage in profiling and automated processing to verify your identity both directly and through the use of third party identification verification services (so we can confirm you appear to be who you say you are), improve our products and Services and develop new products and Services.	Our legitimate interests in verifying your identity and reducing the risk of fraud, as well as, where permissible, offering new and improved services to our customers that are likely to be relevant to their business in light of their Seller activity and the systems and processes they use.
We use your Geolocation data to determine whether we can provide you with	This enables us to determine whether we can provide Services to you, and in what language, enables us to comply with	Contract performance (for Services in territories where we are authorised to conduct our business)

Services and to	applicable payment processor	
customise our	requirements, and other	Legal obligation (to comply
Services to your	regulatory requirements, and also	with territorial restrictions)
location.	to combat fraud.	

Information We Collect from Other Sources

We also need to check that you are eligible for the services you want to use, are using our services legally, and to protect your data and our services from potential fraudulent activity which may put you and your money at risk. To do this, we may collect data about you from companies that help us verify your identity, do a credit check, prevent fraud or assess risk.

Types of Information ("External Data")	Examples	
Background Check Information	<ul style="list-style-type: none"> Credit report information. Identity verification information. Information about any person or corporation with whom you have had, currently have, or may have a financial relationship. 	
Credit, Compliance and Fraud Information	<ul style="list-style-type: none"> Account or credit-related information with any credit reporting agency or credit bureau, where lawful, and any person or corporation with whom you have had, currently have, or may have a financial relationship, including without limitation past, present, and future places of employment, financial institutions, wireless carriers, and personal reporting agencies. 	
How we use External Data	Why we process External Data	Legal Justification
We collect Background Check Information about you from background check vendors and we process this information using our anti-fraud and risk management systems.	This helps us verify your identity, do a credit check, prevent fraud and assess risk.	Legal obligation Legitimate interest
We receive and exchange Credit, Compliance and Fraud Information using our credit management systems and processes.	As required under applicable laws, as part of any credit investigation, credit eligibility, identity or account verification process, fraud or risk detection process, or collection procedure.	Legal obligation Legitimate interest

INFORMATION WE COLLECT ABOUT YOUR CUSTOMERS

We also obtain information about your customers on your behalf as your service provider when they transact with you or otherwise when you request that we do so. We call this information Your Customers' Data. We collect Your Customers' Data when they interact with you through your use of Square's products, for instance when they make a payment at your establishment, or schedule an appointment, or receive an invoice from you. The particular Customer Data we collect will vary depending on your location, which products and services you use and how you use them. Your Customers' Data may include:

Types of Information ("Your Customers' Data")	Examples
Customer Device Information	<ul style="list-style-type: none"> Information about your customer's device, including hardware model, operating system and version, device name, unique device identifier, mobile network information, and information about the device's interaction with our Services.
Customer Financial Information	<ul style="list-style-type: none"> Bank account and payment card numbers.
Customer Identification Information	<ul style="list-style-type: none"> Your customers' name; email address; mailing address; phone number; government-issued identification; or other historical, contact, and demographic information, and signature.
Customer Location Information	<ul style="list-style-type: none"> The location of your customer's device if they pay with Apple or Android Pay, or give their consent.
Customer Transaction Information	<ul style="list-style-type: none"> When your customers use Square to make or record payments to you, we collect information about when and where the transactions occur, the names of the transacting parties, a description of the transactions which may include item-level data, the payment or transfer amounts, billing and shipping information, and the devices and payment methods used to complete the transactions.
Customer Use Information	<ul style="list-style-type: none"> Information about how your customers interact with you using our Services, including access time, "log-in" and "log-out" information, browser type, history and language, country and language setting on your device, IP address, the domain name of your customer's Internet service provider, other attributes about your customer's browser, mobile device and operating system, features your customer uses, and the date and time of use of the Services.

Other Information You or Your Customers Provide	<ul style="list-style-type: none"> Information that your customers voluntarily provide you, or that you input into Square's systems about your customers For example, survey responses; participation in contests, promotions, or other prospective seller marketing forms or devices; suggestions for improvements; notes you take about your customers, or any other actions performed when they interact with you using Square
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We use Your Customers' Data as part of our contractual obligation to provide the Services you request to you and, in the United States, as disclosed in the [Privacy Notice for Users Who Do Not Apply or Sign Up for a Square Account or Other Services](#), or as instructed by your customers.

It is your responsibility to obtain any necessary permission for us to use Your Customers' Data in the manner envisaged in this Privacy Notice so that we can provide you with the Services requested by you.

WHEN AND WITH WHOM WE SHARE YOUR INFORMATION

We may share the personal information described in the "[Information We Collect About You](#)" section with the following categories of service providers and third parties:

Category of third parties with whom we share your personal information in order for you to receive the Services	Description of the services in question
Service support partners	<p>We work with the following types of third party service providers who help us provide, maintain and improve the Services:</p> <ul style="list-style-type: none"> Technology providers or potential partners to store information, provide software, or programs to help us provide the Services; Marketing or event providers that help us run our advertising campaigns, contests, special offers, or other events or activities; Identity verification providers to help us with fraud prevention and to assist us in meeting our AML, "know your customer", background checking and other compliance requirements;

- Fee collection service providers to help us enforce our legal rights;
- Financial partners, like financial institutions, payment networks, payment card associations, and credit bureaus that help us provide the Services.

Third Party Analytics Services Our analytics partners help us with our online services, such as Google Analytics, Facebook, BugSnag and Crashlytics. The analytics providers that administer these services use technologies such as cookies, web beacons, and web server logs to help us analyze how you use our online services. We may disclose your [site-use information](#) (including IP address) to these analytics providers, and other service providers who use the information to help us figure out how you and others use our online services.

- To learn more about Google Analytics and how to opt out, please visit <https://marketingplatform.google.com/about/> or <https://support.google.com/analytics/answer/181881?hl=e>
- To learn more about how Facebook uses your data please visit <https://www.facebook.com/help/325807937506242/> or log on to your Facebook account and access your settings. To understand more about Facebook advertising please see here <https://www.facebook.com/about/ads>.
- To learn more about BugSnag, please visit <https://docs.bugsnag.com/legal/privacy-policy/>.
- To learn more about Crashlytics, please visit <https://fabric.io/terms>.

Online Tracking and Interest-Based Advertising Consistent with local law, we and our advertising partners may collect information about your activities on our website. We use this information to advertise to you and to tailor our products and services to your interests. You may see certain ads on other websites because we use third-party services to advertise our services to you. We use these services to target our ads to you and others based on your demographics, interests, and context. These third party ad services track your online activities over time and across multiple websites by collecting your information through automated technologies, including third-party cookies, web server logs, and web beacons. The ad services use this information to show you Square ads that may be tailored to your individual interests. The information our ad services may collect on our behalf includes data about your visits to websites that serve Square ads, such as the pages or ads you view and the actions you take on those websites. This data collection takes place both on our online services, and on third-party websites that serve our ads to you. This process also helps us figure out if our ads to you are effective.

To learn about how to opt out of interest-based advertising in the U.S., see "Cookies And Other Similar Technologies" and the "United States" sections below.

To adjust your preferences on interest based advertising in the EU, click on the link on our website to the Cookies Policy which will allow you to

Certain web browsers allow you to instruct your browser to respond to Do Not Track ("DNT") signals to website you visit, informing those sites that you do not want your online activities to be tracked. At this time, our websites are not designed to respond to DNT signals or similar mechanisms from browsers.

Partners	We may share minimal personal information (such as your business name) with potential partners who may be able to provide a complementary or related service for your business. We may also share personal information with partners if we believe the disclosure is reasonably necessary to protect us, users of our Services or the public from harm, fraud, or potentially prohibited or illegal activities.
Our Affiliates and Group Companies	With other business units (Cash App, Afterpay/Clearpay, and TIDAL) and between wholly-owned subsidiaries of Block, Inc. For example, we may share your information internally to understand how you engage with our company products to help make our Services better for you and for everyone, to help us build Services tailored to your preferences, and to help protect our services and maintain a trusted environment.

Other third parties who will receive your personal information

Why we share data with these parties

Other users of our Services with whom you interact through your own use of our Services.	To enable you to make or accept a payment, appointment, or money transfer using our Services.
Law enforcement and other public and private agencies	If we believe that disclosure is reasonably necessary (i) to comply with any applicable law, regulation, legal process or governmental request (e.g., from creditors, tax authorities, law enforcement agencies, in response to a garnishment, levy, or lien notice, etc.); (ii) to establish, exercise or defend our legal rights; (iii) to enforce or comply with our [General Terms] (https://squareup.com/us/en/legal/general/ua) or other applicable agreements or policies; (iv) to protect our or our customers' rights or property, or the security or integrity of our Services; (v) for an investigation of suspected or actual illegal activity; or (vi) to protect us, users of our Services or the public from harm, fraud, or potentially prohibited or illegal activities.
To a subsequent owner, co-owner, or operator of one or more of the Services	To enable them to continue to run the Services after the change of owner or operator.

If we do or try to do a corporate merger, consolidation, or restructuring (including during due diligence and negotiation of these); the sale of substantially all of our stock and/or assets; the financing, acquisition, divestiture, or dissolution of all or a portion of our business; or other corporate change.	To enable the completion of the relevant merger, restructuring, financing, acquisition, divestiture, dissolution or other corporate change.
To others, at your direction	To carry out certain requests you make for us to share data.

Although we disclose your personal information to third parties as described above, we do not sell your personal information. We do, however, share your information for purposes of interest-based advertising or “targeted advertising” as discussed in the chart above, as well as below in the “Cookies, Other Similar Technologies, and Advertising” section. You can find more information on how to opt-out of targeted advertising in that section as well as the “Your Choices” section below.

SECURITY

We do a lot to keep your data safe. While we think we have strong defenses in place, no one can ever guarantee that hackers won’t be able to break into our sites or steal your data while it is stored or flowing from you to us or vice versa.

We take reasonable measures, including administrative, technical, and physical safeguards, to protect your information from loss, theft, and misuse, and unauthorized access, disclosure, alteration, and destruction. Nevertheless, the internet is not a 100% secure environment, and we cannot guarantee absolute security of the transmission or storage of your information. We hold information about you both at our own premises and with the assistance of third-party service providers. Your personal information will be accessible by our employees, contractors and service providers who require access for the purposes described in this Privacy Notice.

For more information about our security practices, please visit <https://squareup.com/us/en/security>.

COOKIES, OTHER SIMILAR TECHNOLOGIES, AND ADVERTISING

If you are reading this Privacy Notice in a country where we have a separate Cookies Policy, you will see the Cookie Banner that applies to you each time you visit the site.

The following additional information applies across all of our websites and apps.

Digital cookies and similar technologies help us make our services better to use by doing things like recognizing when you've signed in, analyzing how you use our services so we can make them more useful to you, giving you a more personalized experience.

When you interact with our online services, or open emails we send you, we obtain certain information using automated technologies, such as cookies, web server logs, web beacons and other technologies. A "cookie" is a text file that websites send to a visitor's computer or other internet-connected device to uniquely identify the visitor's browser or to store information or settings in the browser. A "web beacon," also known as an internet tag, pixel tag, or clear GIF, is a tiny graphic image that may be used in our websites or emails.

We use these automated technologies to collect your device information, internet activity information, and inferences as described above. These technologies help us to:

- Remember your information so you do not have to re-enter it;
- Track and understand how you use and interact with our online services and emails;
- Tailor our online services to your preferences;
- Measure how useful and effective our services and communications are to you; and
- Otherwise manage and enhance our products and services.

We set some of these automated technologies ourselves, but others are set by third parties who deliver services on our behalf. For example, we may use other companies' web analytics services (described in the "[Third-Party Analytics Services](#)" section above), which use automated technologies to help us evaluate how customers use our websites. Some of these technologies may also be set by third parties that help us advertise our products and services to you as informed by your interests, based on information collected from your activity on the web, including but not limited to, browsing or purchasing products on or through our websites or on third party websites or your activity on mobile sites and applications. This advertising approach is called interest-based advertising or "targeted advertising."

Your browser can alert you when cookies are placed on your device, and how you can stop or disable them via your browser settings. More information on how to manage these settings on common browsers and devices are below.

- Manage cookie settings in [Chrome](#) and [Chrome Android](#) and [Chrome iOS](#)
- Manage cookie settings in [Firefox](#)
- Manage cookie settings in [Internet Explorer](#)
- Manage cookie settings in [Microsoft Edge](#)
- Manage cookie settings in [Safari](#) and [Safari iOS](#)

Please note, however, that without cookies all of the features of our online services may not work properly. If you use a mobile device, you can manage how your device and browser

share certain device data by changing the privacy and security settings on your mobile device.

Within mobile applications, you may also go to your device settings and select "Limit Ad Tracking" (for iOS devices), or "Opt out of Interest-Based Ads" (for Android devices), which will allow you to limit our use of information collected from or about your mobile device (such as precise location data) for the purposes of serving online behavioral advertising to you.

You can also opt out of receiving interest-based ads from third party advertisers who are members of the Network Advertising Initiative (NAI) or who follow the Digital Advertising Alliance's (DAA) Self-Regulatory Principles for Online Behavioral Advertising by visiting the opt out pages on the [NAI website](#) and [DAA website](#).

Please also see the "Your Choices" section for other ways to opt-out of interest-based or targeted advertising.

HOW LONG WE RETAIN YOUR INFORMATION

We store your information for as long as is necessary for the purposes identified in this Privacy Notice, including to provide our Services, to comply with legal obligations, to enforce and prevent violations of our Terms, to protect against fraudulent activity, and to defend our legal rights, property and users.

The retention periods for your information are determined on a case-by-case basis that depends on the following factors:

- **The nature of the information and why it is collected and processed.** The length of time we will keep your information will generally be determined by how long we need that information to provide you with our Services, including any optional features you use and to provide customer support. For example:
 - As set out in this Privacy Notice, we require Square Account Data to deliver our Services. We need to keep it for the duration your Square account exists so that we can maintain your account.
 - Similarly, we will also keep your Usage Data for the lifetime of your account.
- **Legal reasons.** In certain cases, we are obliged to keep your information for legal reasons, which may include after your account has been deactivated. We will keep your information where it necessary for us:
 - To respond to a legal request or to comply with applicable law. We must keep your information where we have a legal obligation to do so, for example, if we receive a valid legal request, such as a preservation order or search warrant, related to your account, we preserve your information after you delete your account.
 - To deal with and resolve requests, disputes or complaints.
 - For litigation or regulatory matters. For example, we preserve your information related to a legal claim or complaint, such as where we are subject to a regulatory investigation or we need to defend ourselves in legal proceedings about a claim related to your

information or respond to a regulator in relation to a legal or regulatory complaint made by you or someone else.

- Issues relating to the safety, security and integrity of our Services and to protect rights, property and users. For example, we keep information where it is necessary to investigate misuse of our Services, such as fraud.

YOUR CHOICES

As described further below, you may be entitled to certain rights with respect to your personal information. You can also [see, change or fix information](#) you gave us, ask us to [deactivate](#) your account, control your [location information](#), or [opt out of receiving promotional messages from us](#).

Your Personal Information Rights

Depending on the jurisdiction in which you reside, you may be entitled under applicable law to request:

- Access to your personal information in a portable format, including: (1) the categories of personal information described above that we have collected about you and the categories of sources from which we collected such personal information; (2) the business or commercial purposes for collecting or sharing such personal information; (3) the categories of personal information about you that we have disclosed to third parties for a business purpose; (4) the categories of third parties to whom we have disclosed such personal information; and (5) the specific pieces of personal information we have collected about you.
- Deletion of the personal information we have collected from you;
- Correction of the personal information we have collected about you;
- To opt-out of the sharing of your personal information for purposes of targeted advertising.

You may submit an access, deletion, or correction request by emailing us at privacy@squareup.com or by calling us at 1.844.213.7377. Once we receive your request, we will verify it by requesting that you confirm certain personal information associated with your account. You may also be entitled to submit a request through an authorized agent. You may also email us privacy@squareup.com to appeal our denial of any of your access, deletion, or correction requests.

You can exercise your right to opt-out of targeted advertising by clicking the "Opt Out of Interest-Based Advertising" link in the footer of any page on our browser site.

Although some of the information we collect and process about you may be considered sensitive personal information, we only process such information for purposes authorized by law, such as to provide services you request from us or to verify your information.

Deactivating Your Account

If you wish to deactivate your account, you can do so by logging into your Square account or by emailing us using the contact details [provided below](#).

Location Information

In order to provide certain Services, we may request access to location information, including precise geolocation information collected from your device. If you do not consent to the collection of this information, certain Services will not function properly and you will not be able to use those Services. You can stop our collection of location information at any time by changing the preferences on your mobile device. If you do so, some of our mobile applications will no longer function. You also may stop our collection of location information via mobile application by following the standard uninstall process to remove all Square mobile applications from your device.

Promotional Communications

You can opt out of receiving promotional messages from Square by following the instructions in those messages, by informing the caller that you would not like to receive future promotional calls, or by changing your notification settings by logging into your Square account. You may only opt out of text messages from Square by replying STOP. Opting out of receiving communications may impact your use of the Services. If you decide to opt out, we will still send you non-promotional communications which are required for the running of your account, such as digital receipts and messages about your account or our ongoing business relations.

CHILDREN'S PERSONAL INFORMATION

Our Services are general audience services not directed at children under the age of 18. We do not knowingly collect, share, or sell any information from children under the age of 18. If we learn that any information we collect has been provided by a child under the age of 18, we will promptly delete that information.

ADDITIONAL JURISDICTIONAL DISCLOSURES

EU/UK

Personal Information

If you reside in the EU or the UK, you have the right under certain circumstances:

- to be provided with access to your personal data held by us;
- to request the rectification or erasure of your personal data held by us;
- to request that we cease processing your data;
- to request that we restrict the processing of your personal data (while we verify or investigate your concerns with this information, for example);
- to object to profiling activities based on our own legitimate interests;
- to object to solely automated processing producing legal or similar effects;
- to request that your data be transferred to a third party (data portability);
- to withdraw your consent to our processing of your data (where such processing is based on consent); and
- to lodge a complaint with the data protection authority in your jurisdiction.

In order to exercise any of these rights (including the right to withdraw your consent), please email privacy-eu@squareup.com. We may need to verify your identity before granting access or otherwise changing or correcting your information.

International Data Transfers

We operate in many countries, and we (or our service providers) may move your data and process it outside the country where you live. We use third-party service providers to process and store your information in the United States, Japan, the EU, and other countries. When we transfer your personal data to our affiliates outside the EU, we make use of standard contractual clauses (which have been approved by the European Commission) to help ensure your information is afforded a high standard of protection, and that your privacy rights can be vindicated. For a list of the countries in which we operate, please see <https://squareup.com/gb/about>.

If you wish to obtain further details regarding the contractual arrangements we enter into to protect your personal data when it is transferred outside the EU, you may do so by emailing us via privacy-eu@squareup.com. You can also access the standard contractual clauses approved by the European Commission at: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en.

AUSTRALIA

Square complies with the Privacy Act 1988 (Cth)(**Privacy Act**) and with the 13 Australian Privacy Principles (**APPs**) in the Privacy Act, as well as with this Privacy Policy.

We may share your information with Cuscal Limited, an Authorised Deposit-Taking Institution (ADI) supervised by the Australian Prudential Regulation Authority (APRA). Cuscal supports our provision of the Services through its banking and payments services and may not be able to provide its services without information about you. Cuscal's privacy policy is available via www.cuscal.com.au/privacy-policy and sets out details about Cuscal's collection, use and disclosure of information about you, as well as information about your rights to access your personal information.

JAPAN

We may share your information with a third party outside of Japan, including, but not limited to, the United States, Canada, the EU, and in other countries. We may use some cloud service providers located in the United States and Japan. We are unable to specify all possible jurisdictions Personal Data of users of Square services in Japan would be transferred or stored, as service providers use multiple servers located in multiple jurisdictions and do not disclose all of these locations for security reasons.

You may contact our privacy team with any requests of disclosure, correction, or deletion of your personal information. You may also request suspension of use or suspension of sharing of your personal information with certain third parties. Please contact our privacy team at the address listed below under “Contact.” We may request to verify your identity before processing your request.

UNITED STATES

California

Privacy laws that apply in certain places, like California, treat “businesses” and “service providers” differently. Under those laws, a business is the company that decides why and how to process personal information. A service provider processes personal information on behalf of a business in order to provide services. When Square processes Your Customers’ Data, we generally act as your service provider. In select cases, however, we may act as a business when we process Your Customers’ Data. For example, we act as a business when we use Your Customers’ Data to send your customers digital receipts directly from Square, or when we allow you to use Customer Directory or Square Marketing to contact your buyer using a masked email address (for example, j*****@gmail.com) that gets routed to them via Square. Your customers can visit the [Privacy Notice for Square Buyer Features](#) for more information on how Square processes their data when it is acting as a business.

Even though you use our services while acting as an employee, owner, director, officer, or contractor of a company, partnership, sole proprietor of a business, nonprofit, or government agency, if you live in California, California law gives you the right to ask if we disclose your personal information to third parties for their direct marketing purposes (we do not disclose your personal information for others’ direct marketing purposes).

CHANGES TO THIS PRIVACY NOTICE

We reserve the right to change this Privacy Notice from time to time, as may be required. We will provide you with reasonable prior notice of any material changes in how we use your information, including by email if you have provided one. If you disagree with these changes, you may cancel your account at any time. Any amendments will be published by posting a revised version of the Privacy Notice and updating the “Effective Date” above. The revised version will be effective on the “Effective Date” listed.

CONTACT

If you have any questions or concerns regarding this Privacy Notice, please reach out to us by contacting your country specific privacy contact below:

United States	<p>Block, Inc.</p> <p>1955 Broadway, Suite 600, Oakland, CA 94612, U.S.A</p> <p>privacy@squareup.com</p>	
European Union & the United Kingdom	<p>FAO: Data Protection Officer</p> <p>Squareup International Ltd.</p> <p>Fumbally Square Fumbally Lane Dublin 8, Ireland</p> <p>privacy-eu@squareup.com</p>	<p>If your request or concern is not satisfactorily resolved by us, you can contact your local data protection authority (see http://ec.europa.eu/justice/dataprotection/bodies/authorities/index_en.html).</p>
Canada	<p>Square Canada, Inc.</p> <p>Square Technologies, Inc.</p> <p>5000 Yonge Street, Toronto, ON M2N 7E9, Canada</p> <p>privacy@squareup.com</p>	<p>If you are dissatisfied with the results of our investigation or any resulting corrective measures, you may be entitled to make a written submission to the Privacy Commissioner in your jurisdiction or to the Office of the Privacy Commissioner of Canada at the address below:</p> <p>Office of the Privacy Commissioner of Canada 30 Victoria Street Gatineau, Quebec K1A 1H3</p> <p>https://www.priv.gc.ca/en</p>
Japan	<p>Square, K.K.</p> <p>Tri-Seven Roppongi 10F, 7-7, Roppongi, Minato-ku, Tokyo, 106-0032, Japan</p> <p>Representative</p>	

Director: Akio Takisaki
privacy@squareup.com

Australia	Square AU PTY, Ltd. Lv. 8, 376-390 Collins Street, Melbourne, VIC 3000, Australia privacy@squareup.com	If you are dissatisfied with our response to your complaint, you may be entitled to make a written submission to the Office of the Australian Information Commissioner, whose contact details are as follows: Office of the Australian Information Commissioner (OAIC) Phone: 1300 363 992 Email: enquiries@oaic.gov.au Address: GPO Box 5218 Sydney NSW 2001
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Contact

[Customer support: 1 \(855\) 700-6000](#)
[Sales: 1 \(800\) 470-1673](#)

Square

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