

General

## Payment Terms

These terms apply to you if you use Square’s payment processing services such as those described on our [Payment Processing Services page](#).

To learn more about our privacy practices, please see our [privacy notices](#).

Last updated: May 16, 2022

*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 explains our terms for payment processing. By using the service you agree to these terms. If you use our services on behalf of your company, that company agrees to them too.*

By using Block, Inc. and Square Capital, LLC (“Square,” “we,” “our,” or “us”) payment processing services and other payment methods that Square may offer from time to time (“Payment Services”), you agree to be bound by the [General Terms of Service](#) (“General Terms”), these additional terms and conditions (“Payment Terms”) and all

other terms, policies and guidelines applicable to the Services (as defined in the General Terms) used. If you are using the Payment Services on behalf of a business, that business accepts these terms and you represent to us that you have authority to bind that business or entity to these terms. Payment Services may only be used for business purposes in the fifty states of the United States of America and the District of Columbia. Defined terms will have the same meaning as those found in the General Terms, unless otherwise re-defined herein.

## Payment Services

### 1. Our Role

*Our Payment Services let you take major card brand payments and accept other payment methods from your customers. We aren't a bank, and to make it work we partner with card brands, banks, and other partners that help process payments.*

*If you take a lot of card payments, the card brands might require that you also enter into an agreement directly with them, called a "Commercial Entity Agreement".*

Square is a payment facilitator that allows you to accept Cards from customers for the payment for goods and services. We are not a bank and do not offer banking services. Among other payment methods, our Payment Services allow you to accept payments from any US-issued and most non-US issued credit, debit, prepaid, or gift cards ("Cards") bearing the trademarks of American Express Travel Related Services Company, Inc. ("American Express"), DFS Services, LLC ("Discover"), MasterCard International Inc. ("MasterCard") and Visa Inc. ("Visa")

(collectively, the “Networks”). You are not required to accept any card brand as a condition of receiving the

Payment Services. We may remove or add Cards that we accept at any time without prior notice.

In order to serve in this role, we must enter into agreements with Networks, processors and acquiring banks. The Networks require that any person that signs up for a Square Account to use Payment Services (a “Seller”) and processes more than Network specified amounts of Cards sales enter into an agreement directly with Square’s acquiring banks. By accepting or otherwise agreeing to these Payment Terms, you agree to the terms and conditions of the applicable “[Commercial Entity Agreement](#)” effective as of the date you process such specified amounts or as otherwise required by Square’s acquiring banks. If you fail to agree to any “Commercial Entity Agreement”, we may suspend or terminate your Square Account. Similarly, if American Express considers you to be a high value customer, it may require that you maintain your agreement directly with American Express and designate Square as your agent for American Express payments. If that is the case, we will notify you of such requirement.

## 2. Your Authorization for Settlement of Proceeds and for Square to Recover Funds

*You authorize us to act as your agent for payment processing, which includes holding, receiving, and disbursing funds for you. You also authorize us to recover funds from you when needed.*

In connection with the Payment Services, you authorize us to act as your agent for the purposes of holding, receiving, and disbursing funds on your behalf. Your

authorization permits us to generate a paper draft or an electronic funds transfer to settle the proceeds of each Card transaction and transactions from other payment methods that you authorize, less any applicable Fees (as defined in Section 4) ("Proceeds"). Your authorizations will remain in full force and effect until the later of closure or termination of your Square Account, or the disbursement of all funds held on your behalf. Our receipt of transaction funds satisfies your customer's obligations to make payment to you. We will remit to you funds actually received by us on your behalf, less amounts owed to us, subject to any Chargeback provisions (as defined in Section 18-21) or Reserve (as defined in Section 14) withheld or applied.

In addition, by using the Payment Services, you authorize us to recover funds from you in accordance with these Payment Terms, the General Terms and any other agreement you have with us ("Recovery Authorizations."). Recovery Authorizations include your authorization of Square to debit, charge, setoff against and otherwise recover funds from any connected Square Account, any Balance (as defined in these Payment Terms) any Reserve (as defined in these Payment Terms), any payment instrument, linked bank, depository and other account registered in your Square Account.

Further, in the event that any attempt to recover funds from you should fail, Recovery Authorizations include your grant to Square of new, original authorizations to recover all or less than all of the amount you owe us and/or belong to us. Recovery Authorizations include all authorizations to

take the above steps without prior notice to you and irrespective of (i) whether we have made demand under these Payment Terms, the General Terms or any other agreement you have with us; and (ii) whether the obligation is contingent, matured or unmatured. Recovery Authorizations include all authorizations to take the above steps in complete compliance with the Network Rules (as defined in these Payment Terms) and the National Automated Clearing House Association -The Electronic Payments Association Operating Rules and Guidelines ("NACHA Rules"). You agree that your grant of Recovery Authorizations to us has the same legal effect as if you had signed a paper containing the same terms.

### 3. Unsupported Industries

*We can't process payments for certain types of businesses or business activity, because of limitations from the card brands, our partners, or the law. A few types we won't support for other business reasons.*

You may not use the Payment Services for the following businesses or business activities: (1) any illegal activity or goods, (2) paraphernalia that may be used for illegal activity (3) buyers or membership clubs, including dues associated with such clubs, (4) credit counseling or credit repair agencies, (5) credit protection or identity theft protection services, (6) direct marketing or subscription offers or services, (7) infomercial sales, (8) internet/mail order/telephone order pharmacies or pharmacy referral services (where fulfillment of medication is performed with an internet or telephone consultation, absent a physical visit, including re-importation of pharmaceuticals from foreign countries), (9) unauthorized multi-level

from foreign countries), (9) unauthorized multi-level marketing businesses, (10) inbound or outbound telemarketers, (11) prepaid phone cards or phone services, (12) rebate based businesses, (13) up-sell merchants, (14) bill payment services, (15) betting, including lottery tickets, sports related gambling, casino gaming chips, off-track betting, and wagers at races, (16) manual or automated cash disbursements, (17) prepaid cards, checks, insurance or other financial merchandise or services, (18) sales of money-orders or foreign currency, (19) wire transfer money orders, (20) high-risk products and services, including telemarketing sales, (21) automated fuel dispensers, (22) adult entertainment oriented products or services (in any medium, including internet, telephone, or printed material), (23) sales of (i) firearms, firearm parts or hardware, and ammunition; or (ii) weapons and other devices designed to cause physical injury (24) internet/mail order/telephone order of age restricted products (e.g., tobacco), (25) occult materials and services, (26) hate or harmful products, (27) escort services, or (28) bankruptcy attorneys or collection agencies engaged in the collection of debt.

In addition, other payment methods that we offer may have additional restrictions. Please review the terms provided for each payment method for further details.

#### 4. Our Fees

*We charge payment processing fees when we process a payment. These fees may differ based on the payment method. We may need to change fees from time to time, and we'll let you know in advance when we do.*

You agree to pay the applicable fees listed on our [Fee](#)

[Schedule](#) or the fees as described in your Dashboard for card payments and other payment methods (“Fees”). All Fees are charged at the time we process a transaction

and are deducted first from the transferred or collected funds and thereafter from the Balance (as defined in Section 15) in your Square Account. You also grant us Recovery Authorizations, which we may utilize to recover fees you owe us. Subject to the General Terms and these Payment Terms, we reserve the right to change the Fees upon reasonable advance notice. All Balances and all Fees, charges, and payments collected or paid through the Payment Services are denominated in US dollars.

Note that Fees associated with other payment methods such as Afterpay, Pay with ACH, Cash App Pay, are subject to separate fee schedules. Please visit your Dashboard for further details.

## 5. Processing Errors

*When we learn about processing errors we'll try and fix them. If you receive less funds than you're supposed to, we'll credit you. Likewise, if you receive more funds than you're supposed to, we'll recover the difference. If you incorrectly process a payment, you need to let us know within 30 days.*

We will attempt to fix processing errors we discover. If an error results in your receipt of fewer funds than you are entitled, we will credit your Square Account for the difference. You grant us Recovery Authorizations concerning processing errors. If an error results in your receipt of more funds than you are entitled, Square may recover the extra funds from you. We will only correct

transactions that you process incorrectly if you notify us of such an error. Your failure to notify us of a processing error within thirty (30) days of when it first appears on

your electronic transaction history will be deemed a waiver of any right to amounts owed to you.

## 6. Other Payment Methods

*We may offer you other payment methods in addition to card acceptance. These payment methods are subject to additional terms.*

In addition to Card acceptance, Square may offer other payment methods to you. We may add or remove such payment methods at any time upon reasonable notice to you. Additional payment methods are subject to additional terms as follows:

- *Pay With ACH* - Pay with ACH is a Payment Service that allows you to accept ACH payments from your customers. By enabling and offering Pay with ACH, you hereby agree to the [ACH Service Terms](#).
- *Afterpay* - Afterpay is a Payment Service provided by Afterpay US, Inc. or its affiliate that allows you to offer your customers the ability to pay for goods or services in installments. By enabling and offering Afterpay, you agree to the [Afterpay Merchant Terms and Conditions](#).
- *Offline Mode* - When you enable offline payments, your POS approves payments before the money is received from your customer's account. That means it is possible that you will not receive the money for the



goods that are taken by your customer. There's also a higher risk that card fraud goes undetected. You are fully liable for the risk of expired or declined

transactions, chargebacks, and disputes related to payments that you process offline.

To reduce your exposure to these risks, payments taken in offline mode expire after 24 hours. You must always reconnect to the internet within this timeframe for payments to process. In addition, you can reduce your exposure by setting a transaction limit before you take offline payments.

Offline mode supports Tap, Chip and PIN card payments, Google Pay, and Apple Pay transactions.

## Payment Account Setup

### 7. Square Account Registration for Payment Services

*You'll need to open a Square Account to access your funds, using your real name or your business's real name. You also need to be a U.S. legal resident or citizen, or a legitimate and authorized business entity.*

You must open a Square Account to access any Proceeds. You confirm that you are either a legal resident of the United States, a United States citizen, or a business entity authorized to conduct business by the state(s) in which you operate and that you are an authorized signatory for the business you represent. You must use your or your business' true and accurate name when opening a Square Account. This name will appear on the credit or debit card

statements of your customers for all payments you accept using the Payment Services.

## 8. Underwriting and Identity Verification

*We review your signup information to verify that you are you. Sometimes we need more information, and you authorize us to get that information from you or third parties. We share your application with our bank partners, and they or Square may decide you can't use our services.*

Square will review the information you submit while signing up for the Payment Services. You authorize Square to request identity verifying information about you, including a consumer report that contains your name and address. Square may periodically obtain additional reports to determine whether you continue to meet the requirements for a Square Account. You permit Square to share information about you and your application (including whether you are approved or declined), and your Square Account with your bank or other financial institution, or as otherwise specified in the [Privacy Notice](#). Square or its processor and/or acquiring bank may conclude that you will not be permitted to use the Payment Services.

## 9. Requests for Additional Information and Inspection

*We may ask you for more information about you or your business. If you refuse, we might need to shut down your Square Account.*

Square may request additional information from you at any time. For example, Square may ask you to present

any time. For example, Square may ask you to present invoices from your suppliers, a government issued identification such as a passport or driver's license, a business license, or other information. Square may also ask for permission to inspect your business location. If you refuse any of these requests, your Square Account may be suspended or terminated.

## Use of Your Square Account for Payment Services

### 10. Access to Proceeds

*You'll need to link your bank account to your Square account or request a check so we know where to send your funds.*

We will settle Proceeds to your verified bank account or other account approved by Square, subject to the payout schedule described in Section 11. If Square is not able to debit or credit the bank account you link to your Square Account, that bank account will be de-linked from your Square Account. If you do not have an ACH-enabled bank account linked to your Square Account, you may request a physical check for Proceeds. Check requests may be subject to a processing fee and an identity verification process. You must request a check or link an ACH-enabled bank account to your Square Account in order to receive your Proceeds.

### 11. Payout Schedule

*Unless you've chosen a custom time, we initiate payout of your funds:*

*Monday to Thursday - before 5PM PT.*

*Friday - before 5PM PT the following Sunday.*

*Weekends or other non-business days - before the next business day.*

Square will automatically initiate a payout of Proceeds to your valid, linked US bank account at the end of the business day before 5 p.m. PT (8 p.m. ET), except on Friday (which such payout of Friday Proceeds are initiated the following Sunday before 5 p.m. PT (8 p.m. ET)). You can see the payout schedule for your Proceeds [here](#). If you adjust your business's close of day to a custom time, Square will group Proceeds for the 24-hour period preceding your custom time and initiate a payout at the end of that business day. Square will initiate a payout of Proceeds received on non-business days before the next business day.

## 12. Availability of Proceeds

*You may not have access to your funds if your Square Account is being investigated, you're involved in a dispute, or for legal reasons.*

We may defer payout or restrict access to your Proceeds if we need to conduct an investigation or resolve any pending dispute related to your use of the Services, or in accordance with our Terms. We also may defer payout or restrict access to your Proceeds as necessary to comply with applicable law or court order, or if requested by any governmental entity.

### 13. Square Account History

*Your Square account logs your transactions processed with Square. You are responsible for your own record-keeping, and if you think there's an error or unauthorized activity, you should let us know immediately.*

When a payment is made to your Square Account, we will update your Square Account activity on the website and provide you a transaction confirmation. The confirmation will serve as your receipt. Summaries of your Square Account activity, including monthly statements, are available on our website for up to one year of account activity. Except as required by law, you are solely responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your Square Account and your use of the Payment Services, and (b) reconciling all transactional information that is associated with your Square Account. If you believe that there is an error or unauthorized transaction activity is associated with your Square Account, you must contact us immediately.

### 14. Reserve for Holding Funds

*If some aspect of your business is especially risky, we may need to withhold funds or require that you set aside funds in a reserve to protect against losses. You give us rights to draw from that reserve to collect amounts you owe us.*

We may withhold funds by temporarily suspending or delaying payouts of Proceeds to you and/or designate an

amount of funds that you must maintain in your Square Accounts or in a separate reserve account (a "Reserve") to secure the performance of your obligations under any agreement between you and Square. The Reserve may also be used to satisfy Square's obligations to hold or remit funds as required by any creditor or governmental authority, including levies, liens, or garnishments. We may require a Reserve for any reason related to your use of the Services. The Reserve will be in an amount as reasonably determined by us to cover potential losses to Square. The Reserve may be raised, reduced or removed at any time by Square, in its sole discretion, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in Square's favor, or otherwise as Square or its processor may determine or require. If you do not have sufficient funds in your Reserve, we may fund the Reserve from any funding source associated with your Square Accounts, including any funds (a) transferred by you, (b) due to you, or (c) available in your bank account, or other payment instrument registered with us. You grant us a security interest in and lien on any and all funds held in any Reserve, and also authorize us to make any withdrawals or debits from the Reserve or any bank account linked to any of your Square Accounts, without prior notice to you, to collect amounts that you owe us. You will execute any additional documentation required for us to create, perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve.

## 15. Square Account Balances

*We safeguard merchant funds, including yours, in pooled*

*bank accounts on your and other merchants' behalf. You do not earn interest on funds we hold for you.*

While you have funds in your Square Account (your "Balance"), your Balance will be co-mingled and held with other participants' funds in one or more pooled accounts at one or more banks by us on your behalf and for the benefit of you and others holding balances (each a "Pooled Account"). We have sole discretion over the establishment and maintenance of any pooled account. We will not voluntarily make funds available to our creditors in the event of bankruptcy or for any other purpose. You will not receive interest or any other earnings on any funds that we handle for you. As consideration for using the Payment Services, you irrevocably assign to us all rights and legal interests to any interest and/or other earnings that may accrue or are attributable to our holding of your Balance in a Pooled Account or Reserve.

## **16. Our Set-off Rights; Security Interest**

*You grant us different types of recovery rights to help us recover funds that you owe us, and you breach these terms if you fail to repay in full.*

You grant us a security interest in, as well as a right of setoff against, and assign, convey, deliver, pledge and transfer to us, as security for repayment of any obligations due under these Payment Terms and any other agreement you have with us, all of your right, title, and interest in and to all of your accounts with us. You will execute any additional documentation required for us to

create, perfect, or maintain our security interest. You grant us Recovery Authorizations concerning funds you are obligated to repay us. You authorize us to administratively freeze or direct any third party bank holding the account to freeze all such accounts to allow us to protect our security interest, collection, charge and setoff rights as provided for in this section.

Your failure to fully pay amounts that you owe us on demand will be a breach of these terms. You are liable for any of our costs and expenses associated with collection in addition to any amounts owed, including attorneys' fees and other legal expenses, collection agency fees, and any applicable interest.

## 17. Dormant Square Accounts

*If funds sit untouched in your Square account for so long (years!) that the law considers them "unclaimed" or "abandoned", we'll notify you to retrieve them. If you don't, we will keep them or send them to the appropriate governmental authority as legally required.*

If you do not process payments through your Square Account for an extended period of time or have not linked a valid bank account, you may have a Balance that is deemed "unclaimed" or "abandoned" under your state's law. If this occurs, Square will provide you with notice as required by applicable law and instructions for how to transfer your Balance. If funds still remain in your Square Account, Square will escheat such funds as required by applicable law or, as permitted, to Square.

## Chargebacks



## 18. Your Liability for Chargebacks

*Chargebacks happen when your customers or cardholders dispute transactions with your business. You are responsible for chargebacks to your account and for following our chargeback resolution processes.*

There may be times when your customer may not be the authorized user of the Card or other payment method, or your customer may otherwise contest the transaction. In these instances, the amount of a transaction may be reversed or charged back to your Square Accounts (a "Chargeback") if the transaction (a) is disputed, (b) is reversed for any reason by the Network, our processor, or a customer or its financial institution, (c) was not authorized or we have any reason to believe that the transaction was not authorized, or (d) is allegedly unlawful, suspicious, or in violation of the General Terms or these Payment Terms. You agree to comply with the Chargeback process and to the liability associated with such Chargebacks.

## 19. Our Collection Rights for Chargebacks

*We can hold chargeback amounts in a separate account. If you have pending chargebacks, we may delay payouts to you. If you lose a chargeback, you agree to pay us the full amount plus any fees, and that we can debit your linked bank account to recover money you owe.*

For any transaction that results in a Chargeback, we may withhold the Chargeback amount in a Reserve. You grant

us recovery Authorizations concerning Chargebacks pursuant to which we may recover the amount of any Chargeback and any associated Fees, fines, or penalties listed in the Fee Schedule or assessed by a Network or our processor. If you have pending Chargebacks, we may delay payouts from your Square Account. Further, if we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you until such time that (a) a Chargeback is assessed due to a customer complaint, in which case we will retain the funds, (b) the period of time under applicable law or regulation by which your customer may dispute that the transaction has expired, or (c) we determine that a Chargeback on the transaction will not occur. If we are unable to recover funds related to a Chargeback for which you are liable, you agree to pay us the full amount of the Chargeback immediately upon demand. You agree to pay all costs and expenses, including attorneys' fees and other legal expenses, incurred by us for the collection of all amounts unpaid by you.

## 20. Excessive Chargebacks

*If you have - or if we think you are likely to have - too many chargebacks we may add restrictions to your account.*

If we believe you might incur, or you are incurring, an excessive amount of Chargebacks, we may establish additional conditions governing your Square Account, including (a) establishing new processing fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated Chargebacks and related fees, (c) delaying payouts, or (d) terminating or suspending the

Payment Services.

## 21. Contesting Chargebacks

*Chargebacks are time sensitive and can involve many parties (you, your bank, your customer, their bank, card brands, etc.), so we need your help to contest chargebacks quickly and diligently. If a chargeback doesn't end in your favor, we have the right to collect the chargeback amount and any related fees from your account.*

You will assist us when requested, at your expense, to investigate any of your transactions processed through the Payment Services. To that end, you permit us to share information about a Chargeback with the customer, the customer's financial institution, and your financial institution in order to investigate and/or mediate a Chargeback. We will request necessary information from you to contest the Chargeback. We may also use any Content you upload through the Services to respond to Chargebacks on your behalf. If the Chargeback is contested successfully, we will release corresponding reserved funds to your Square Account. If a Chargeback dispute is not resolved in your favor by the Network or issuing bank or you choose not to contest the Chargeback, we may recover the Chargeback amount and any associated fees as described in these terms. You acknowledge that your failure to assist us in a timely manner when investigating a transaction, including providing necessary documentation within fifteen (15) days of our request, may result in an irreversible Chargeback. We reserve the right, upon notice to you, to charge a fee for mediating and/or investigating Chargeback disputes.

## Compliance with Network Rules and Laws

### 22. Restricted Use

*Don't resell or repurpose our services, or use us to process cash advances.*

You will not act as a payment facilitator or otherwise resell the Payment Services to any third party. You will not use the Payment Services to handle, process or transmit funds for any third party. You also may not use the Payment Services to process cash advances.

### 23. Unauthorized or Illegal Use

*Don't try to process illegal or unauthorized transactions. We might decline a transaction if we think it violates our terms or may harm you, your customers, or us. You agree we can share your information with law enforcement to protect ourselves or our partners.*

You will only accept Cards for transactions that are allowed by applicable law. We may decide to refund and/or to decline to authorize or settle any transaction that you submit to us if we believe that the transaction is in violation of these terms or any other agreement with Square, or that it exposes you, your customers, other Square Sellers, our processors or Square to harm. Harm includes fraud and other criminal acts. If we 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 and, as deemed necessary by Square, our payment processing and financial institution partners.

## 24. Assignment of Receivables

With the exception of your participation in a merchant cash advance or other similar merchant financing programs, including Square Capital, or as otherwise required by applicable law, you will not assign Card receivables or proceeds due to you under these terms to any third party.

## 25. Applicable Network Rules

*You agree to follow merchant rules published by the card brands, like Visa, MasterCard and American Express.*

By using the Payment Services, you agree to comply with all applicable bylaws, rules, and regulations set forth by the Networks (“Network Rules”). The Networks amend their rules and regulations from time to time. Square may be required to change these terms in connection with amendments to the Network Rules. Significant portions of the Network Rules are available to the public at <https://visa.com>, <https://www.mastercard.com>, and <https://www.americanexpress.com/merchantopguide>. In the event of inconsistency between a Network Rule and these Payment Terms, and except as otherwise agreed between Square and the Network, the Network Rule shall apply. You also agree to be bound by any applicable NACHA Rules.

## 26. Taxes

*Your taxes are your responsibility. But if we notice that you process payments above IRS reporting limits, we're required by law to report that information about you to the IRS.*

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason for your use of the Payment Services. You also are solely responsible for collecting, withholding, reporting, and remitting correct Taxes to the appropriate tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. Square specifically disclaims any liability for Taxes. If in a given calendar year you process (i) more than the applicable reporting threshold according to the Internal Revenue Service ("IRS") and/or state and local governments in gross amount of payments and/or (ii) more than the applicable number of payments threshold according to the IRS and/or state and local governments, Square will be required by law to report information about you and your use of the Payment Services to the IRS. For purposes of determining whether you have met the IRS and/or state and local government reporting threshold, the gross amount does not include any adjustments for credits, cash equivalents, discount amounts, fees, refunded amounts or any other amounts. Whether you reach the applicable gross amount in payments or more than the applicable number of payments, this will be determined by looking at the taxpayer identification number ("TIN") associated with your Square Account.

## 27. NETWORK LOGOS AND MARKS

*Don't abuse card brand logos and marks.*

Your use of Network logos and marks (“Network Marks”) is governed by the Network Rules; you must familiarize yourself with and comply with these requirements. The Networks are the sole and exclusive owners of their respective Network Marks. You will not contest the ownership of the Network Marks, and any Network may prohibit you from using its Network Marks for any reason and at any time. Square may require you to make modifications to your Website or other advertising and signage in order to comply with Network Rules related to the Network Marks.

## 28. PCI Compliance

*If you handle credit card information you need to comply with the card brand rules and data security standards for the payment card industry, called “PCI-DSS”. We help you comply, but you also need to cooperate with us.*

If you store, process or transmit cardholder data, you will comply with the applicable Payment Card Industry Data Security Standards (PCI-DSS), as well as any requirements under the Network Rules. You will cooperate in forensic investigations as required by Square or its partners. For additional information, including tools to help you assess your compliance, see <http://www.visa.com/cisp> and <https://www.mastercard.com/sdp>.

## 29. Failure to Comply with Network Rules or Security Standards

*Complying with card brand rules and PCI-DSS security standards helps us make sure your transactions are safe and secure. Keep your passwords safe, don't give the wrong people access to your account, and don't expose your customers' card information. If you fail to do so, you're responsible for losses we suffer.*

Notwithstanding Section 34 of these terms or Section 16 of the General Terms, you understand that your failure to comply with the Network Rules or the PCI-DSS security standards, including the compromise of any Card information, may result in fines or other losses to Square. You will indemnify us and reimburse us immediately for any fines or losses directly or indirectly caused by your and your agents' actions.

## Your Additional Obligations

### 30. Receipts

*You need to offer a receipt for transactions greater than \$15, and you need to request that customers sign for transactions greater than \$25.*

You will request that your customer personally sign for all transactions greater than \$25 when your customer is present. You must make a written receipt available to your customers for any transaction greater than \$15. You may give your customers the option to receive or decline a written receipt.

### 31. Receipts for 501(c)(3) Organizations



*If you're a non-profit, you should know that not all payments to your organization are tax-deductible*

*contributions. You're responsible for how you classify your transactions.*

If you operate a 501(c)(3) organization, you may offer Square electronic receipts to your donors as a convenience, by completing the required fields in the "Account" section of our website. You acknowledge that not all payments made to your organization may be eligible for classification as "tax deductible to the extent allowed by law," and you assume full responsibility for the classification of your transactions. Square specifically disclaims any liability in this regard.

## 32. Customer Service

*Customer service for your business is your responsibility. We provide customer service to you for the payment services you use.*

You are solely responsible for all customer service policies and issues relating to your goods or services, including pricing, order fulfillment, cancellations or no shows by you or a customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from us. As between you and us, we are solely responsible for customer service issues relating to any Square Account, payment, Card processing, debiting or crediting.

### 33. Refunds and Returns

*Show your customers your return or cancellation policy when they make their purchase. When you give a refund, it has to include taxes too. You can process a refund up to 120 days from the day you accepted the payment. If you give a refund but don't have enough funds in your Square account, we can recover the difference from you.*

By accepting Card transactions through the Payment Services, you agree to process returns of, and provide refunds and adjustments for, your goods or services through your Square Account in accordance with these Payment Terms and Network Rules. Network Rules require that you disclose your return or cancellation policy to customers at the time of purchase. The amount of the refund/adjustment must include any associated taxes required to be refunded and cannot exceed the amount shown as the total on the original sales data except by the exact amount required to reimburse the customer for postage that the customer paid to return merchandise. If your refund policy prohibits returns or is unsatisfactory to the customer, you may still receive a Chargeback relating to such sales. You can process a refund through your Square Account up to one hundred and twenty (120) days from the day you accepted the payment. If you use Square Online Store, you may not be able to process a partial refund. If your available Square Balance is insufficient to cover the refund, we may exercise any of our rights set forth in Section 2, including withdrawing up to the requested refund amount (the sale amount minus the initial transaction fee) from a payment instrument registered with your Square Account or any connected

Square Account, including any Reserve, and crediting it back into your customer's Card. The Fees are also refunded by Square, so the full purchase amount is always returned to your customer. Square has no obligation to accept any returns of any of your goods or services on your behalf.

### 34. Additional Indemnity

*If you do something using our payment services that leads to us, or our processors, getting sued, fined, or investigated, you agree to cover us.*

In addition to Section 16 of the General Terms, 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 reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to any transaction submitted by you through the Payment Services (including the accuracy of any content or product, service, or transaction information that you provide or any claim or dispute arising out of products or services offered or sold by you).

### 35. Additional Representations, Warranties, and Covenants

*You agree that all transactions you process through Square are real sales and don't break any laws. If your customer has a dispute with the sale, you will work directly with the*

*customer to resolve the dispute.*

In addition to Section 17 of the General Terms, with each Card transaction you process through the Payment Services, you represent, warrant and covenant to us that: (a) the Card transaction represents a bona fide sale; (b) the Card transaction accurately describes the goods and/or services provided to the customer; (c) you will fulfill all of your obligations to the customer and will resolve any dispute or complaint directly with the customer; (d) you and the Card transaction comply with all federal, state, and local laws, rules, and regulations applicable to you and your business, including any applicable tax, wage and hour, and tip laws and regulations; (e) except in the ordinary course of business, you are not submitting a transaction that represents a sale to any principal, partner, proprietor, or owner of your entity; and (f) you are not submitting a transaction involving your own Cards (except for reasonable test swipes).

## Termination of Payment Services

### 36. Termination of Payment Services

*We can terminate or refuse your access to the service at any time, for any reason.*

Square may Terminate your use of the Payment Services at any time for any reason. Any termination of these terms does not relieve you of obligations to pay Fees or costs

accrued prior to the termination, Chargebacks, and any other amounts owed to us as provided in these Payment Terms or the Terms of Service. If your access to Payment

Services has been terminated, you may still be permitted to use Square's other products, subject to our discretion.

### **37. Payment Services Upon Closure of Your Square Account**

*Unless there's an ongoing investigation, if your Square account is closed, we'll cancel pending transactions and pay out any funds you have left in your account as normal.*

Closure of your Square Account will cancel any pending transactions. Any funds that we are holding in custody for you at the time of closure, less any applicable Fees, will be paid out according to your payout schedule, subject to the other conditions in these Payment Terms. If an investigation is pending at the time you close your Square Account, we may hold your funds as described herein. If you are later determined to be entitled to some or all of the funds, we will release those funds to you.

### **38. Survival**

*Some terms of our agreement (listed below) will still apply even after our relationship ends.*

The following sections will survive termination of these Payment Terms, in addition to those that survive under Section 13 of the General Terms: 5 (Processing Errors), 8 (Underwriting and Identity Verification), 10 (Access to

Proceeds), 11 (Amounts Owed to Square; Reversals), 11 (Payout Schedule), 12 (Availability of Proceeds), 13 (Square Account History), 14 (Reserve for Holding Funds), 15 (Square Account Balances), 16 (Our Set-off Rights; Security Interest), 17 (Dormant Square Accounts), 18 (Your Liability for Chargebacks), 19 (Our Collection Rights for Chargebacks), 20 (Excessive Chargebacks), 21 (Contesting Chargebacks), 26 (Taxes), and 32 (Customer Service).

---

## General

[Privacy Notice](#)

[Terms of Service](#)

[Licenses](#)

[Government](#)

[Additional Point of Sale Terms](#)

[Additional Savings Deposit Account Terms](#)

[Square Checking Terms of Service](#)

[E-sign Consent](#)

[Intellectual Property Policy](#)

[ACH Service Terms](#)

[Additional Payroll Terms of Service](#)

[Hardware Policies and Limited Warranty](#)

[Payment Terms](#)

[HIPAA Business Associate Agreement](#)

[Commercial Entity Agreement](#)

[Developer Terms of Service](#)

**Payments** ▾

Square Payments

In Person

By Invoice

On Your Computer

On Your Website

Buy Now, Pay Later

Risk Manager

Payment Platform

Payments Security

Transfers

Merchant Services

**Point of Sale** ▾

Point of Sale Overview

Square Point of Sale

Square for Restaurants

Square for Retail

Square Appointments

**Hardware** ▾

Reader for Magstripe

Square Reader for  
contactless and chip

Terminal

Stand

Register

Shop Hardware

Rent Hardware

Buy in Store

Compare Hardware

**More Tools** ▾

Online Store

Online Checkout

Checking

Loans

Savings

Payroll

Team Management

Marketing

SMS Marketing

Messages

Loyalty

Dashboard

[Payment Terms](#)

[Gift Cards](#)

[Customer Directory](#)

[Inventory Management](#)

[Photo Studio](#)

[Square KDS](#)

**Developers** ▾

[Developer Platform](#)

[Reader SDK](#)

[In-App Payments SDK](#)

[Online Payments APIs](#)

[Documentation](#)

[Developer Dashboard](#)

**Resources** ▾

[Pricing](#)

[Contact Sales](#)

[Support Center](#)

[App Marketplace](#)

[Small Business Development](#)

[Blog](#)

[Guides](#)

[Seller Community](#)

[Events](#)

[Service Status](#)

**Business Types** ▾

[Large businesses](#)

[Retail](#)

[CBD Retail](#)

[Coffee Shops](#)

[Quick Service](#)

[Full Service](#)

[Bars & Breweries](#)

[Beauty Professionals](#)

[Health & Fitness](#)

[Home & Repair Services](#)

**Square** ▾

[Home](#)

[About](#)

[Press and Media](#)

[Investor Relations](#)

[Affiliate Program](#)

[Partner with Square](#)

[Careers](#)

[Developers](#)

[Employment Verification](#)



Professional Services

---

United States (English)

---

© 2022 Block, Inc.

[Privacy Notice](#)

[Additional California Privacy Disclosure](#)

[Terms of Service](#)

[Licenses](#)

[Government](#)

[Square Capital, LLC Licenses](#)

[Block, Inc.](#)

---