

Cash App Pay

These additional Cash App Pay Merchant Terms and Conditions (the “**Cash App Pay Terms**”) relate to Merchant’s use of Block’s Cash App Pay Services.

1. General

Cash App Pay Services means the program that enables Merchants (defined below) to obtain a Customer’s (defined below) authorization to use the Customer’s Cash App account to complete transactions with participating Merchants as provided by Block, Inc. (“**Block**”).

Block is an independent third party not affiliated with Airwallex. The Cash App Pay Services enables a Cash App user who uses Cash App to pay for a transaction (“**Customer**”) with a person or entity that accepts Cash App Pay for the sale of goods or services to such Customers (“**Merchant**”). Merchants may enter into an agreement with Airwallex to facilitate the purchase of, or payment of bills for, goods or services through clearance and settlement systems by agreements with other persons or entities, for the purpose of offering Cash App Pay to such Customers, and must register with Block and utilize the Cash App Pay API to process Cash App Pay transactions for Customers in accordance with the terms herein.

2. Terms and Conditions

Upon accepting the Cash App Pay Terms, participating Merchants agree to comply with the following rules (collectively, the “**Cash App Pay Rules**”) governing the terms of service for Cash App Pay:

- I. [Program Rules](#); and
- II. [Merchant Use Policy](#).

The Cash App Pay Rules are incorporated into these Cash App Pay Terms by reference. All capitalized terms used herein will have the same meanings set forth in the Cash App Pay Rules. In the event of a conflict, the Cash App Pay Terms shall prevail to the extent of such conflict.

Merchant is responsible for using the Cash App Pay Services in accordance with the Cash App Pay Rules, and may be responsible for claims by Customers as described in the Cash App Pay Rules.

Additionally, Merchant agrees that Block may collect, access and use any and all:

- I. usage data and information related to Merchant’s use of Cash App Pay Materials (“**Usage Data**”); and

- II. data and information that Merchant provides through Cash App Pay APIs (**“Merchant Data”**)

in each case, individually or in the aggregate, including, without limitation, providing the API Integration services and associated services; providing enhancements to the Cash App Materials; analyzing trends and preferences; and/or developing new products, services, features and functionality, or as otherwise permitted under the Cash App Pay Rules.

Merchant represents and warrants that it has all rights required to provide Usage Data and Merchant Data to Block for the purposes intended hereunder. Further, if Usage Data or Merchant Data includes personally identifiable information, Merchant agrees to obtain all necessary consents and authorizations from the applicable users:

- I. to provide such personally identifiable information to Block; and
- II. for Block to use such personally identifiable information as provided herein, or as otherwise allowed under Block’s Privacy Policy, and in each case in accordance with the Cash App Pay Rules.