Affirm Buy Rate Terms

Last Updated: September 29, 2025

These Buy Rate Terms, together with the Merchant Agreement located at https://www.affirm.com/terms/merchant-agreement (the "Merchant Agreement") and any other schedules, exhibits, attachments, or other documents incorporated by reference therein, or that the Parties may execute from time to time, constitute the agreement (the "Agreement") between Merchant and Affirm for the use and provision of the Services. If these Buy Rate Terms conflict with the Merchant Agreement, these Buy Rate Terms will control. Capitalized terms used but not defined below will have the meanings set forth in the Merchant Agreement.

1. Payouts. Payouts will be disbursed to Platform, which will then settle amounts to Merchant after deducting any amounts that Platform or Affirm are authorized to withhold. All inquiries and disputes regarding Payouts (including tax reporting requirements) will be addressed by Merchant to Platform, and Affirm will have no obligation in this regard.

2. Refunds. If a refund is issued in accordance with the Agreement, Merchant will refund Platform, which will then refund Affirm, and Affirm will credit the Customer's balance.

3. Customer Disputes. In the event Merchant is unable to resolve a Merchant Customer Dispute, it will first seek assistance from Platform prior to requesting support from Affirm, unless otherwise instructed by Platform or Affirm.

4. Communications. Communications related to the Services may be sent to Merchant by either Platform or Affirm.

5. Marketplace Merchants. A Merchant that integrates Affirm through a Platform and that is (a) a marketplace, (b) the merchant of record for multiple accounts, or (c) enabling any additional sellers to connect to Affirm, must either: (i) ensure that Platform makes Affirm's marketing compliance guidelines available to all of Merchant's accounts integrated through the Platform; or (ii) ensure that such accounts refrain from offering or marketing Affirm to Customers unless the required Affirm site messaging is displayed.

6. Submerchants. To the extent Merchant is a Platform Merchant, independent software vendor or similar entity that enables a third party to offer the Services (such third party, a "Submerchant"), the following provisions apply:

a. Merchant represents and warrants that it will present the Affirm terms of service as provided by Affirm (the "Affirm Scheme Rules") to each Submerchant prior to such Submerchant offering the Services. Merchant will provide Affirm with documentation of its Affirm Scheme Rules presentation process at least 30 days prior to launching the Services, and obtain Affirm's written approval at least 30 days before implementing any changes that could affect the enforceability of the Affirm Scheme Rules. Upon Affirm's reasonable request, Merchant will provide documentation evidencing its compliance with this Section. If any non-compliance is identified, the Parties will cooperate in good faith to promptly resolve such issues.

b. All obligations under this Agreement remain with Merchant unless Submerchant expressly agrees in writing to assume specific obligations.

7. Limitation of Liability. Notwithstanding anything to the contrary in the Merchant Agreement, Affirm's liability for any Losses arising out of or relating to Affirm's performance or failure to perform its obligations under the Agreement will be limited to five thousand dollars ($5,000.00) in the aggregate.

8. Amendments. Notwithstanding anything to the contrary in the Agreement, Affirm may amend these Buy Rate Terms. Merchant's continued use of the Services after the effective date of any amendment will constitute acceptance of such amendment. Merchant is advised to review these Buy Rate Terms periodically for changes that may affect it.

9. Inapplicable Provisions. The following terms and conditions do not apply: (a) the Data Sharing and Performance section; (b) any references to the Order Form; and (c) any terms related to Fees.