CHATMERCE TERMS OF SERVICE

Effective Date: November 6, 2026
Last Updated: November 6, 2026

These Terms of Service (“Terms”) govern the installation of and access to the Chatmerce application and related services (“Chatmerce”, the “Service”, “Services”, “we”, “us”, or “our”).

Chatmerce is an AI-powered ecommerce assistant designed for merchants operating stores on the Shopify platform.

By installing, accessing, or using Chatmerce, you (“Merchant”, “you”, or “your”) agree to these Terms.

If you install or use Chatmerce on behalf of a business or other organization, you represent that you have the authority to accept these Terms on its behalf.

If you do not agree to these Terms, you must not install or use the Services.

1. THE CHATMERCE SERVICE

Chatmerce provides AI-powered conversational and ecommerce functionality for Shopify stores.

Depending on the Merchant’s configuration, subscription plan, store data, and available features, the Services may include:

- AI-powered customer assistance;
- conversational product search and discovery;
- product recommendations and comparisons;
- responses based on product, collection, store and website content;
- responses concerning store policies, shipping, returns and other merchant-provided information;
- product pricing and availability information;
- order and shipment status assistance;
- product availability and restock-related interactions;
- collection of contact information voluntarily provided by end users in supported workflows;
- browser-based add-to-cart functionality;
- conversation and interaction analytics;
- conversion attribution and related ecommerce analytics; and
- other AI-powered commerce and customer-service functionality made available by Chatmerce from time to time.

Features may vary depending on subscription plan, store configuration, Shopify permissions, integrations and technical availability.

Chatmerce may modify, add, remove or improve features over time.

2. SHOPIFY

Chatmerce is designed to operate with stores using the Shopify platform.

Installation of Chatmerce may require the Merchant to authorize specific Shopify permissions necessary for the operation of the Service.

Depending on the functionality enabled, Chatmerce may access certain Shopify store data, including product and catalog information, store content and policies, and order-related information.

Chatmerce does not currently request direct access to Shopify customer profiles through the Shopify Customers API. However, certain order records, webhooks or other Shopify data accessible through authorized order permissions may contain customer-related personal information.

The Merchant acknowledges that certain Chatmerce functionality depends upon Shopify APIs, infrastructure, permissions and services.

Changes, restrictions, outages or discontinuation of Shopify functionality may affect the availability or operation of Chatmerce.

Chatmerce is an independent application and is not owned, operated or endorsed by Shopify except to the extent Chatmerce participates in Shopify's platform and app ecosystem.

The Merchant's use of Shopify remains subject to Shopify's own agreements, policies and requirements.

3. MERCHANT AUTHORIZATION

By installing Chatmerce, the Merchant authorizes Chatmerce to access and process store data reasonably necessary to provide the Services and to perform functionality enabled by the Merchant.

Chatmerce will seek to access only the Shopify permissions reasonably required for its available functionality.

The Merchant is responsible for ensuring that its installation, configuration and use of Chatmerce complies with applicable laws and with the Merchant's obligations to Shopify and its customers.

4. STORE CONTENT AND DATA

Chatmerce may access, import, index, retrieve or otherwise process information from the Merchant's Shopify store and publicly accessible storefront, including:

- products and variants;
- product descriptions;
- collections;
- pricing information;
- product availability information;
- store pages;
- articles and other content;
- frequently asked questions;

- shipping, return and other store policies; and
- other content made available through the Merchant's store.

The Merchant retains all rights it holds in its store content and data.

The Merchant grants Chatmerce a limited, non-exclusive right to access, process, store and use such content and data solely as reasonably necessary to provide, maintain, secure and operate the Services and as otherwise described in these Terms and our Privacy Policy.

5. MERCHANT RESPONSIBILITIES

The Merchant remains responsible for its store, products, customers and business operations.

The Merchant is responsible for:

- the accuracy and legality of store content;
- product descriptions and claims;
- pricing;
- inventory and availability information;
- shipping information;
- return and refund policies;
- product safety and regulatory compliance;
- obtaining any notices, permissions or consents required by applicable law;
- appropriately configuring Chatmerce;
- monitoring use of the Service where appropriate; and
- complying with applicable consumer protection, ecommerce, advertising, privacy and data protection requirements.

The Merchant must not use Chatmerce for unlawful, fraudulent, deceptive, abusive or harmful purposes.

The Merchant remains responsible for its relationship and transactions with its customers.

6. ARTIFICIAL INTELLIGENCE

Chatmerce uses artificial intelligence and automated technologies to generate responses and provide certain functionality.

AI-generated outputs are probabilistic in nature.

As a result, responses may occasionally be inaccurate, incomplete, outdated, misleading, inappropriate or inconsistent with information available elsewhere in the Merchant's store.

Chatmerce does not guarantee the accuracy, completeness or reliability of AI-generated responses.

Merchants should configure and monitor the Service appropriately for their business and should ensure that important information can be independently verified where appropriate.

Chatmerce does not provide legal, medical, financial, tax or other regulated professional advice.

Merchants must not intentionally configure or promote Chatmerce as a substitute for qualified professional advice in regulated areas.

7. AI PROVIDERS AND DATA

Chatmerce may use third-party artificial intelligence providers to generate responses and provide AI functionality.

Information reasonably necessary to generate a response may be transmitted to such providers for processing.

This may include conversation content and relevant contextual information from the Merchant's store.

Chatmerce does not use Merchant data or end-user conversation data to train or fine-tune general-purpose artificial intelligence models.

Additional information regarding data processing and service providers is available in the Chatmerce Privacy Policy and, where applicable, the Chatmerce Data Processing Addendum.

8. END-USER CONVERSATIONS

When an end user interacts with Chatmerce on a Merchant's storefront, Chatmerce may process and store:

- messages submitted by the end user;
- responses generated by the Service;
- conversation identifiers;
- session identifiers;
- timestamps;
- conversation classifications and metadata;
- product and interaction information; and
- other information reasonably necessary to operate and analyze the conversation.

End users may voluntarily provide personal information through a conversation.

Depending on enabled functionality, Chatmerce may collect information such as a name, email address or telephone number, including in connection with product availability or restock requests.

Information entered voluntarily into a free-text conversation may also be stored as part of the conversation record.

Merchants should not configure or encourage the Service to collect sensitive or unnecessary personal information.

9. ORDER INFORMATION AND SHIPMENT STATUS

Where authorized by the Merchant, Chatmerce may access Shopify order information for functionality such as order or shipment status assistance and conversion attribution.

Chatmerce may process order identifiers, order status, fulfillment information, tracking information, order value, currency and related order metadata.

Although Chatmerce does not currently request direct access to customer profiles through the Shopify Customers API, order information made available through Shopify may contain personal information associated with an order.

Such information will be processed in accordance with the Chatmerce Privacy Policy and applicable data protection obligations.

10. CONVERSION ATTRIBUTION AND ANALYTICS

Chatmerce may associate interactions with subsequent ecommerce activity in order to provide Merchants with analytics concerning the performance of the Service.

For example, Chatmerce may associate a conversation or session identifier with a Shopify order in order to determine whether an order may be attributable to a Chatmerce interaction.

Chatmerce may store related information such as session identifiers, Shopify order identifiers, order value, currency, attribution type and related analytics metadata.

Analytics and attribution information is provided for informational purposes.

Chatmerce does not guarantee that attribution measurements will be complete or perfectly accurate.

11. ADD-TO-CART FUNCTIONALITY

Chatmerce may enable end users to add products to their Shopify cart directly through the Merchant’s storefront.

Such functionality may be performed through the end user’s browser and Shopify storefront functionality.

Chatmerce does not, through this functionality, independently place or complete an order on behalf of the customer.

The customer remains responsible for reviewing and completing the applicable Shopify checkout process.

12. PRIVACY AND DATA PROTECTION

Chatmerce processes information in accordance with its Privacy Policy.

Where Chatmerce processes personal information on behalf of a Merchant, the Merchant generally determines the purposes for which such information is processed, and Chatmerce processes that information in connection with providing the Services.

Where required, such processing may also be governed by the Chatmerce Data Processing Addendum.

The Merchant is responsible for providing appropriate privacy notices to its customers and for establishing any legal basis or obtaining any consent required for the Merchant's use of Chatmerce.

Chatmerce will cooperate with applicable Shopify privacy requirements and legally valid data-subject requests as required by applicable law and platform requirements.

13. SECURITY

Chatmerce uses reasonable technical and organizational measures designed to protect information processed through the Services against unauthorized access, loss, misuse, alteration or disclosure.

No internet-based or electronic system can be guaranteed to be completely secure.

The Merchant is responsible for maintaining appropriate security for its own Shopify account, credentials, systems and devices.

The Merchant must promptly notify Chatmerce if it becomes aware of unauthorized use of the Service or a security issue relating to Chatmerce.

14. THIRD-PARTY SERVICES

Chatmerce relies on third-party technology and infrastructure providers.

These may include providers of:

- artificial intelligence services;
- cloud hosting;
- databases and data infrastructure;
- Shopify platform services;
- analytics or monitoring infrastructure; and
- other technical services necessary to operate Chatmerce.

The availability and operation of Chatmerce may therefore depend partly upon services outside Chatmerce's control.

Chatmerce is not responsible for outages, interruptions, API changes, service limitations or failures caused by third-party services to the extent such events are outside Chatmerce's reasonable control.

Certain third-party services may be subject to their own terms and policies.

15. ACCEPTABLE USE

You may not use, or permit others to use, Chatmerce:

- in violation of applicable law;
- for fraudulent or deceptive activity;
- to impersonate another person or organization;
- to distribute malicious software;
- to interfere with or compromise the security or operation of the Service;

- to attempt unauthorized access to Chatmerce systems or data;
- to collect personal information unlawfully;
- to violate intellectual property, privacy or other rights of third parties;
- to generate or distribute unlawful or intentionally harmful content;
- to circumvent usage limits, security controls or technical restrictions;
- to reverse engineer the Service except where such restriction is prohibited by applicable law; or
- to use the Service in a manner that creates unreasonable legal, security or operational risk.

Chatmerce may suspend or restrict access where reasonably necessary to prevent misuse, protect the Service or comply with applicable legal or platform requirements.

16. INTELLECTUAL PROPERTY

Chatmerce retains all rights, title and interest in and to the Services, including its software, technology, user interfaces, algorithms, workflows, branding, documentation and related intellectual property.

Except for the limited right to use the Services under these Terms, no intellectual property rights in Chatmerce are transferred to the Merchant.

The Merchant retains its rights in its own store content, product information and other materials provided to Chatmerce.

If the Merchant voluntarily provides feedback, suggestions or ideas regarding Chatmerce, Chatmerce may use such feedback to develop and improve the Services without obligation or compensation, provided that doing so does not grant Chatmerce ownership of the Merchant's underlying store data or confidential information.

17. SUBSCRIPTIONS, FEES AND BILLING

Certain Chatmerce functionality requires a paid subscription.

Available plans, included usage, pricing and other applicable charges are presented through Chatmerce or Shopify as part of the subscription process.

Unless expressly stated otherwise, subscriptions may be recurring and billed through Shopify's applicable billing mechanisms.

The Merchant authorizes applicable charges when approving a Chatmerce subscription through Shopify.

Subscription plans may include usage limits, including limits relating to conversations, messages or other functionality.

Additional usage or capacity may be available through additional packages or plan upgrades where offered.

Chatmerce may change pricing or subscription structures from time to time. Any changes will apply in accordance with applicable notice requirements and Shopify billing procedures.

Taxes may apply where required.

Except where required by law or expressly stated otherwise, fees already charged are not refundable.

18. SUSPENSION AND TERMINATION

The Merchant may discontinue use of Chatmerce by uninstalling the application or otherwise terminating its subscription in accordance with available Shopify functionality.

Chatmerce may suspend or terminate access to the Service if:

- the Merchant materially violates these Terms;
- required fees are not paid;
- the Merchant's use presents a material security, legal or operational risk;
- continued provision of the Service would violate applicable law or platform requirements; or
- Shopify restricts or terminates the application's ability to provide the relevant functionality.

Following termination or uninstallation, access to Chatmerce functionality may cease.

Data associated with the Merchant may be retained for a limited period where reasonably necessary for security, legal compliance, billing, dispute resolution, backup integrity or fulfillment of applicable platform requirements, and may thereafter be deleted or anonymized in accordance with Chatmerce's Privacy Policy and applicable law.

19. SERVICE AVAILABILITY

Chatmerce seeks to provide a reliable Service but does not guarantee uninterrupted or error-free availability.

The Service may occasionally be unavailable due to maintenance, updates, technical failures, third-party service interruptions, Shopify platform changes or circumstances outside Chatmerce's reasonable control.

Unless separately agreed in writing, Chatmerce does not provide a guaranteed service level agreement or guaranteed uptime.

20. CHANGES TO THE SERVICE

Chatmerce may modify, update, improve or discontinue features of the Service from time to time.

Where a change materially affects paid functionality, Chatmerce will seek to provide reasonable notice where appropriate.

Chatmerce does not guarantee that any particular feature will remain available indefinitely.

21. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

CHATMERCE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ACCURACY.

CHATMERCE DOES NOT WARRANT THAT:

- THE SERVICES WILL ALWAYS BE AVAILABLE;
- THE SERVICES WILL BE ERROR-FREE;
- AI-GENERATED RESPONSES WILL ALWAYS BE ACCURATE;
- ALL STORE INFORMATION WILL ALWAYS BE CURRENT;
- THE SERVICES WILL MEET EVERY MERCHANT REQUIREMENT; OR
- USE OF CHATMERCE WILL PRODUCE ANY PARTICULAR COMMERCIAL RESULT.

22. NO GUARANTEE OF BUSINESS RESULTS

Chatmerce does not guarantee any increase in:

- sales;
- revenue;
- conversion rate;
- customer satisfaction;
- customer retention;
- leads;
- average order value; or
- other business metrics.

Performance may depend on numerous factors outside Chatmerce’s control, including the Merchant’s products, pricing, traffic, store content, configuration, customer behavior and third-party services.

Analytics, recommendations, attribution metrics and other performance information provided by Chatmerce are intended to assist the Merchant and should not be interpreted as guaranteed business outcomes.

23. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHATMERCE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITY, GOODWILL OR DATA, ARISING OUT OF OR RELATING TO THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CHATMERCE’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY THE MERCHANT TO CHATMERCE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The limitations in this section apply regardless of the legal theory on which a claim is based and even if Chatmerce has been advised of the possibility of such damages.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

24. INDEMNIFICATION

To the extent permitted by applicable law, the Merchant agrees to indemnify, defend and hold harmless Chatmerce from third-party claims, liabilities, damages, losses and reasonable expenses arising out of or relating to:

- the Merchant's unlawful use of the Services;
- the Merchant's store content;
- products or services offered by the Merchant;
- product claims or representations made by the Merchant;
- the Merchant's violation of applicable law;
- the Merchant's violation of third-party rights; or
- the Merchant's material breach of these Terms.

25. CHANGES TO THESE TERMS

Chatmerce may update these Terms from time to time to reflect changes to the Services, applicable laws, platform requirements or business practices.

The updated Terms will be posted at **chatmerce.app** with an updated "Last Updated" date.

Where required by applicable law or where changes materially affect Merchant rights, Chatmerce will provide additional notice as appropriate.

Continued use of the Services following the effective date of updated Terms constitutes acceptance of those Terms to the extent permitted by applicable law.

26. GOVERNING TERMS AND DISPUTES

These Terms and any dispute arising from or relating to the Services will be governed by the applicable law determined by the legal jurisdiction of the entity operating Chatmerce, without regard to conflict-of-law principles, unless otherwise required by applicable law.

Chatmerce may update this section to identify a specific governing jurisdiction when its operating legal entity is formally established.

Nothing in this section limits rights or remedies that cannot lawfully be waived.

27. GENERAL

If any provision of these Terms is determined to be unenforceable, the remaining provisions will remain in effect.

Failure by Chatmerce to enforce a provision of these Terms does not constitute a waiver of that provision.

The Merchant may not assign or transfer its rights or obligations under these Terms without Chatmerce's prior written consent, except as part of a permitted transfer of the Merchant's business.

Chatmerce may assign these Terms in connection with a merger, acquisition, corporate reorganization, financing or sale of all or substantially all of the relevant business or assets.

These Terms, together with the Chatmerce Privacy Policy and any applicable Data Processing Addendum or additional terms expressly incorporated by reference, constitute the agreement between Chatmerce and the Merchant concerning use of the Services.

28. CONTACT

Questions regarding these Terms may be directed to:

Chatmerce
Website: **chatmerce.app**
Email: **elbazmaor5@gmail.com**