OrderPilot

LEGAL

Terms of Service

Bevy Commerce Inc. Version 1.0 These Terms govern your business's use of OrderPilot. They form an agreement between your business and Bevy Commerce Inc., which operates OrderPilot. Read these Terms before accepting them. The person accepting them must have authority to bind your business.

EFFECTIVE	LAST UPDATED
October 30, 2026	October 30, 2026

1 Who we are

1.1 OrderPilot provides software for Shopify merchants to manage quotes, orders, signatures, purchasing, payments, communications and related workflows. Features depend on your plan and any connected services.

1.2 We are Bevy Commerce Inc., located at 3093 Bathurst St., Unit 690, Toronto, Ontario, M6A 2A3, Canada. OrderPilot is our product; Shopify is a separate company.

2 Key definitions

2.1 The following terms have these meanings:

2.1.1 **We, us and our:** Bevy Commerce Inc., operating OrderPilot.

2.1.2 **You and your:** the business that accepts these Terms.

2.1.3 **Service:** OrderPilot's app, extensions, customer-facing tools and related support.

2.1.4 **Merchant Data:** information, documents and other content supplied by you, collected for you or processed on your instructions through the Service.

2.1.5 **Personal Data:** information about an identified or identifiable person, including personal information under applicable privacy laws.

2.1.6 **Merchant Personal Data:** Personal Data within Merchant Data that we process on your behalf.

2.1.7 **Security Incident:** a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Merchant Personal Data.

2.1.8 **Privacy Policy:** the OrderPilot Privacy Policy.

3 Using OrderPilot

3.1 You must be a business using Shopify. Your authorized users must be at least 18 and have reached the age of majority where they live. You are responsible for their authorized use of the Service and for keeping their access appropriate to their duties.

3.2 These Terms become binding when you accept them through a process that gives you clear notice and an opportunity to review them. If you do not agree, do not accept or use the Service. Your separate agreements with Shopify remain in force.

3.3 Subject to these Terms and your plan, we give you a limited, nonexclusive, nontransferable right to use the Service for your business during your subscription. Your customers and vendors may use the tools you make available for transactions with your business. They do not become OrderPilot subscribers by doing so.

3.4 You authorize the access to Shopify and other connected services needed for the features you enable. You must have authority to connect each account. Third-party services remain subject to their own terms, availability and charges, and disconnecting one may stop dependent features.

4 Plans and billing

4.1 Your plan, billing cycle, billable locations, included usage and overage rates are described on our pricing page and in the offer approved through Shopify. We do not charge you more than the amounts and usage limits you authorize. If a specific approved offer differs from general pricing, that offer governs the relevant subscription period.

4.2 Subscription and authorized usage charges are billed through Shopify. Currency, applicable taxes and billing dates follow the approved billing offer and Shopify's billing process. Shopify charges and third-party service fees are separate from our fees unless expressly included.

4.3 Subscriptions renew for the selected billing period until cancelled. Monthly and annual commitments have different payment schedules. Cancelling an annual subscription does not convert it into a monthly subscription. We provide any renewal disclosures and reminders required by law.

4.4 We do not promise a free trial unless one is expressly offered to you. Any trial shown in your approved Shopify offer is honored on its stated terms, including its length, eligibility, conversion to paid service and cancellation conditions.

4.5 You may change plans through the supported billing process. The confirmation must disclose when the change takes effect and any charge, credit or proration. Downgrading limits access to excluded features for your staff and customers; it does not itself delete your records.

4.6 Cancelling or uninstalling stops future subscription renewals through Shopify's applicable process. Charges already incurred, including authorized usage charges, remain payable. Uninstalling ends access to the app even if you previously paid for a longer period.

4.7 Fees are nonrefundable except where required by law, charged in error, expressly promised otherwise, or refundable under these Terms. We may consider other refund requests at our discretion. Contact support promptly about an incorrect charge.

4.8 We give at least 30 days' notice of a price increase. An increase takes effect no earlier than the next applicable renewal and remains subject to any required Shopify approval. We do not increase the price of an already-paid annual term during that term.

5 Your responsibilities

5.1 You are responsible for your products, vendors, customer contracts, prices, taxes, specifications, delivery promises, warranties, refunds and other business decisions. Check important information before relying on it or sending it to another person. OrderPilot is not the seller, manufacturer, lender, insurer or party to your customer and vendor contracts.

5.2 Shopper payments are processed through Shopify checkout, Shopify POS or their payment providers. We do not receive shopper funds or process full payment-card numbers for those payments. You must not send full card numbers, security codes or other unnecessary sensitive information through messages, notes or attachments.

5.3 You must have the rights and lawful authority needed to provide Merchant Data and instruct us to process it. Give your staff, customers and vendors the notices required for your use of the Service. Obtain any required consents, including those for messages, recording or tracking for which you are responsible.

5.4 Do not use the Service unlawfully, send unwanted messages, upload malicious content, access another merchant's data, bypass access controls or interfere with the Service. Do not copy or reverse engineer our software except where applicable law permits it despite this restriction. These restrictions do not prohibit lawful competition or your ordinary business relationships.

6 Signatures and messages

Electronic signatures

6.1 You control the documents presented for signing and whether electronic signatures are suitable for a transaction. You are responsible for required disclosures, signer authority, applicable consumer protections and any paper alternative. Where ESIGN, UETA or another electronic-transactions law requires specific consent, access, withdrawal or retention procedures, you must ensure they are satisfied.

6.2 OrderPilot records signing evidence and provides signed-copy and export tools as described in the Privacy Policy. Its signing tools do not provide notarization, guaranteed identity verification or a guarantee that every agreement is enforceable. A signing link or device can be used by someone other than its intended recipient, so use additional verification when appropriate.

6.3 Keep copies of documents and evidence needed for your legal, tax and business obligations. An in-app legal hold has the limits described in clause 10. Contact us promptly if a court order or other binding preservation duty requires different treatment.

Email and text messages

6.4 You choose the recipients, content and purpose of messages sent for your store. Comply with applicable messaging laws, including CAN-SPAM, TCPA, CASL and relevant EU/UK rules, as well as carrier and provider policies. Marketing and abandoned-quote promotions must not be treated as transactional messages merely because they relate to a quote or order.

6.5 Before sending texts through the Service, obtain and retain the recipient's prior express written consent to receive the relevant messages from your business, as required by our messaging provider's rules. A phone number supplied for an order is not, by itself, that consent. Do not purchase, sell, rent or transfer messaging consent, or make marketing consent a condition of purchase.

6.6 Clearly identify your business and provide required contact information, disclosures, help and unsubscribe instructions. Honor STOP and other valid revocation requests promptly, and within applicable deadlines. Do not resume messages without the permission required by law

and provider rules.

6.7 You must retain sufficient consent evidence and provide it when reasonably requested to investigate a complaint. Apply applicable sending-hour and frequency restrictions. Message frequency depends on your settings and activity; carrier charges may apply, and delivery is not guaranteed.

6.8 We may restrict messaging to address complaints, unlawful content, missing consent, security risks or provider requirements. You remain responsible for your messages, and we remain responsible for obligations that the law places directly on us.

7 Ownership and confidentiality

7.1 As between you and us, you retain your rights in Merchant Data. You give us permission to host, copy, transmit and otherwise process it only to provide, secure and support the Service, follow your lawful instructions, and meet applicable legal obligations. This permission does not override privacy rights or Shopify's restrictions.

7.2 We and our licensors retain the Service, software, documentation, designs and related intellectual property. We may use feedback you voluntarily provide to improve the Service without payment, but this does not give us permission to reuse your confidential information or Personal Data for unrelated purposes. We use your name or logo publicly only with your permission.

7.3 Each party must protect the other's confidential information with reasonable care and use it only for this agreement. Disclosure is limited to people who need it and are bound by appropriate confidentiality obligations. This does not cover information lawfully public, independently developed, already lawfully known or properly received without restriction.

7.4 A party may disclose confidential information when legally required, limiting the disclosure where possible and notifying the other party unless prohibited. Personal Data remains subject to applicable privacy law even where a confidentiality exception applies.

8 Processing merchant data

Scope and instructions

8.1 This section, clause 9 and clause 10 contain our binding data-processing terms; a separate signature is not required. You act as controller or business, and we act as processor or service provider, for Merchant Personal Data. If you act for another controller, you must have authority to appoint us and pass on its lawful instructions.

8.2 Processing covers the collection, organization, storage, retrieval, display, transmission, correction, export and deletion needed for the features you use. It lasts during the Service and any lawful, limited retention period described in clause 10. The people concerned include your shoppers, prospects, staff, vendor contacts and others whose information you lawfully provide.

8.3 Merchant Personal Data includes contact and address information, staff identifiers and permissions, quotes, orders, payment references, purchasing and vendor records, messages, attachments, warranty records, signing evidence, and related access, activity and technical data. The Privacy Policy describes these categories in more detail. The Service is not intended for unrelated sensitive or special-category data.

8.4 We process Merchant Personal Data only on your documented instructions, including these Terms, your settings and lawful support requests, unless applicable law requires otherwise. We tell you about a legal requirement before processing unless the law prohibits that notice. We notify you if we believe an instruction infringes applicable data-protection law and may pause the affected processing while it is resolved.

8.5 People authorized to process Merchant Personal Data must be bound by confidentiality obligations. We do not sell it, share it for cross-context behavioral advertising, use it for targeted advertising, or use it to train AI models. We do not send it to AI providers.

Assistance and oversight

8.6 Taking account of the processing and information available to us, we provide reasonable assistance with individual rights requests, security obligations, breach notifications, data-protection impact assessments and required regulator consultations. We promptly refer requests about your processing to you unless legally required to respond ourselves. You remain responsible for your decisions and responses as controller.

8.7 We provide information reasonably needed to demonstrate compliance with these processing terms and allow and contribute to legally required audits and inspections. Routine reviews should use relevant documentation first, with reasonable notice, confidentiality and protection of other merchants' data. Those arrangements must not prevent an audit, access or remedy required by law or a regulator.

8.8 If US service-provider or contractor rules apply, we retain, use and disclose Merchant Personal Data only for the specified services and other legally permitted purposes. We do not use it outside our direct business relationship, combine it with other sources except as permitted by applicable law, or use it for independent commercial purposes. We provide the protection required by those laws and notify you if we can no longer comply.

8.9 You may take reasonable steps to verify our compliant use and, on notice, stop and remedy unauthorized use. We cooperate with those steps. Nothing in these Terms relieves either party of its direct legal duties or limits an individual's statutory rights.

Subprocessors

8.10 You generally authorize the subprocessors identified in the Privacy Policy for the stated services. We impose appropriate written data-protection obligations on them and remain responsible for their performance of our processing obligations. Shopify and merchant-selected integrations may also act independently under their own agreements.

8.11 We give at least 30 days' advance notice of a new or replacement subprocessor where practicable. If an urgent security or service-continuity change prevents that notice, we notify you as soon as reasonably possible. You may object on reasonable data-protection grounds; we will work to resolve the objection.

8.12 If we cannot reasonably resolve an objection, you may terminate the affected service before the disputed processing continues, with a refund of unused prepaid fees for that service. We will not require you to accept a transfer or appointment that applicable law prohibits.

9 Security and transfers

9.1 We maintain technical and organizational safeguards appropriate to the risks, including access controls, encrypted network connections, protection of integration credentials, controlled access to private files, and security monitoring. Measures may change as the Service develops, without materially reducing the protection required by law. No service can guarantee absolute security.

9.2 We notify you without undue delay after becoming aware of a Security Incident affecting Merchant Personal Data. We provide available details about its nature, likely effects, mitigation and a contact, and supplement them as our investigation progresses. We cooperate with your legally required response and notify authorities or individuals when the law requires us to do so.

9.3 Separately, we notify Shopify of actual or suspected compromise of Merchant Data immediately and no later than 24 hours after becoming aware, as required by our Shopify obligations. That requirement does not replace any shorter or separate legal deadline.

9.4 Our team accesses data from Canada and Singapore, and our providers may process data internationally, including in the United States. We make restricted transfers only under a valid legal mechanism, using applicable adequacy decisions or appropriate safeguards. Where

required, these include the relevant EU Standard Contractual Clauses and the UK Addendum or International Data Transfer Agreement, with required assessments and supplementary measures.

9.5 Contact our privacy address for information about applicable transfer safeguards and how to obtain a copy, subject to necessary redactions. Your acceptance of these Terms is not a substitute for a required transfer mechanism.

10 Retention and deletion

10.1 You can use available export tools during the Service. On termination, you may instruct us to return or delete Merchant Personal Data, subject to applicable law, binding Shopify requirements and the limited retention described here. Request any return before uninstalling, because ordinary app access ends on uninstall.

10.2 Ordinary store data is deleted through Shopify's shop-redaction process, which Shopify normally initiates 48 hours after uninstall. We complete required privacy-webhook actions within 30 days of receiving them, subject to Shopify's legally required retention exception and any shorter applicable legal deadline. The 30-day deadline is not a retention limit for active stores.

10.3 Signature evidence has a separate schedule. The default is seven years, adjustable from one to thirty years; the period is measured from the latest relevant signing, payment or shipment, pickup or delivery date. Routine deletion is deferred while relevant amounts remain owed, fulfillment or warranty obligations remain open, a warranty claim remains unresolved, or an in-app legal hold applies.

10.4 The default deletion setting gives 30 days' notice before eligible evidence files and identifying details are removed. An available setting to keep records longer requires an ongoing lawful reason and does not override privacy rights or mandatory deletion duties. A limited verification entry may remain, and an active order may retain its current signature image, signed terms and activity history under the order's own retention rules.

10.5 After uninstall, signature evidence is retained for up to six months unless you reinstall or an earlier deletion is legally required. Ordinary evidence exports expire seven days after preparation; uninstall export access lasts 30 days. Export and retain the records you need before those periods end.

10.6 In-app legal holds suspend ordinary evidence deletion while the Service remains installed; they do not extend the six-month post-uninstall window. A binding legal preservation requirement may require separate arrangements. Contact us before uninstalling if one applies, and maintain your own required copies.

10.7 Retention following an erasure request requires a valid legal basis and must meet Shopify's requirements, including its narrower exception for legally required retention. We restrict retained information to the relevant purpose and delete it when that basis ends. A merchant preference or a setting alone does not establish a legal exception.

10.8 Backups may retain copies until the applicable rotation or deletion cycle completes. Such copies are restricted to recovery, security and legally required purposes, and deletion instructions apply again if data is restored. We may retain our own billing, compliance and dispute records for their lawful purposes, as explained in the Privacy Policy.

11 Service changes and termination

11.1 We use reasonable efforts to operate and support the Service. Unless separately agreed in writing, we do not promise an uptime percentage, service credits or a fixed support response time. Maintenance, Shopify changes and third-party outages may affect availability.

11.2 We may change features and clearly identify beta or experimental features. Beta features may change or end, but privacy and security duties still apply. We give reasonable advance notice of a material reduction in paid functionality where practicable.

11.3 We may suspend affected access immediately for serious security risks, unlawful activity, abuse or binding platform or legal requirements. Otherwise, we give notice and a reasonable opportunity to address the problem. We keep restrictions proportionate where reasonably possible and restore access when the grounds are resolved.

11.4 Either party may terminate for a material breach not cured within 30 days after written notice. We may terminate sooner for a breach that cannot be cured or an urgent legal or security necessity. You may cancel your subscription as described in clause 4.

11.5 For termination by us for convenience or ordinary discontinuation of the Service, we give at least 60 days' notice where practicable and refund unused prepaid subscription fees. We provide a reasonable export opportunity where lawful and technically possible. Termination does not remove accrued payment obligations or the duties that necessarily continue, including confidentiality, lawful retention, liability and dispute provisions.

12 Warranties and liability

Warranties

12.1 We will provide the Service with reasonable care and skill. Except for express commitments in these Terms and rights that cannot lawfully be excluded, the Service is provided as available, without warranties of uninterrupted operation, error-free results or fitness for a particular

purpose. We do not guarantee your sales, collections, accounting results, vendor performance or the enforceability of your customer agreements.

Third-party claims

12.2 You will defend us against third-party claims arising from your unlawful Merchant Data, unlawful messaging, infringement by your content, or material misuse of the Service, and pay resulting damages and reasonable defense costs finally awarded or agreed in settlement. This does not apply to the extent the claim results from our breach, negligence or misconduct.

12.3 We will defend you against a third-party claim that your authorized use of our Service infringes its intellectual-property rights, and pay resulting damages and reasonable defense costs finally awarded or agreed in settlement. This excludes claims caused by your content, unauthorized modifications, or combinations we did not provide or require where the claim would not otherwise arise.

12.4 The protected party must give prompt notice, allow the defending party to control the defense, and provide reasonable cooperation at the defending party's expense. Late notice reduces the duty only to the extent it materially prejudices the defense. No settlement may admit the protected party's fault or impose a nonmonetary obligation without its consent, which must not be unreasonably withheld.

12.5 For an infringement claim, we may obtain the right to continue the Service, modify or replace the affected part with a materially equivalent alternative, or terminate that part and refund unused prepaid fees if the other options are not reasonably available. These remedies and our defense obligation are your contractual remedies for that infringement claim, subject to rights that cannot be excluded.

Limits

12.6 To the extent permitted by law, neither party is liable under these Terms for indirect, incidental, special, consequential or punitive losses. This includes lost profits or business opportunities to the extent they are indirect or consequential. The exclusion does not remove amounts payable to third parties under the defense obligations above.

12.7 Each party's total liability arising from these Terms is capped at the fees paid or payable for the affected store's OrderPilot subscription during the twelve months immediately before the first event giving rise to the claim. For breaches of confidentiality or data-protection obligations, the cap is twice that amount. These are aggregate caps, not separate amounts for each claim, and total capped liability will not exceed the higher applicable cap.

12.8 These limits apply to contractual defense and indemnity obligations as well as other claims. They do not limit payment of properly due fees, fraud, deliberate misconduct, or liability that applicable law prohibits limiting. They do not restrict an individual's statutory data-protection rights or a regulator's powers.

13 General legal terms

13.1 Ontario law and applicable Canadian federal law govern these Terms, without applying conflict-of-law rules. The parties submit to the exclusive jurisdiction of courts in Toronto, Ontario, subject to mandatory law. These Terms impose no mandatory arbitration or class-action waiver.

13.2 We give at least 30 days' notice of material changes to these Terms by email and an in-app notice where available. Changes needed urgently for law or security may take effect sooner, with notice as soon as practicable. Changes apply prospectively, and fresh acceptance is obtained where required; you may stop using and cancel the Service before they take effect.

13.3 The Privacy Policy explains our practices and is not blanket consent to new processing. Material changes to data use require any notices, permissions and contractual changes required by law. A general update to these Terms does not replace those requirements.

13.4 These Terms, the approved billing offer and any expressly agreed written amendments form the agreement for the Service. A signed amendment prevails over conflicting general terms only to the extent stated. Mandatory transfer clauses prevail over conflicting provisions, and the processing terms in clause 8, clause 9 and clause 10 prevail over other provisions concerning Merchant Personal Data.

13.5 Neither party may transfer this agreement without the other's consent, except to a successor in a merger, reorganization or sale of the relevant business that assumes these obligations. Such a transfer does not authorize incompatible uses of Personal Data or override required notices or safeguards.

13.6 Neither party is responsible for delay caused by events reasonably beyond its control, provided it takes reasonable steps to reduce the effects. This does not excuse accrued payments or remove statutory privacy and security duties. If a provision is unenforceable, the remainder continues; a failure to enforce a provision is not a waiver.

14 Contact us

14.1 For support and billing questions, email **support@meetorderpilot.com**.

14.2 For legal notices, privacy questions and data-processing requests, email **privacy@meetorderpilot.com** or write to: Bevy Commerce Inc., Attention: Privacy Contact, 3093 Bathurst St., Unit 690, Toronto, Ontario, M6A 2A3, Canada.

14.3 We send contractual notices to the merchant contact details provided through Shopify or the Service. Keep those details current. Statutory rules for service of legal proceedings remain unaffected.