The Sell on Etsy mobile application (the "App") enables sellers to manage their Etsy shops and make sales from their smartphones and tablets. This policy explains your rights and responsibilities when using the App.

This policy is a part of our Terms of Use. By using the App, you're agreeing to this policy and our Terms of Use.

- 1. Eligibility
- 2. Using the Sell on Etsy App
- 3. Accepting In-Person Payments
- 4. Limitation of Liability
- 5. Limited License

#### 1. Eligibility

To be eligible to use the App, you must be a seller with an active Etsy shop. You can download the App here.

Etsy does not warrant that the App will be compatible with your mobile device. Your use of the App may be subject to the terms of your agreements with your mobile device manufacturer and your mobile service provider. You agree that Etsy is not liable for your breach of any third party agreement or applicable law in connection with your use of the App.

# 2. Using the Sell on Etsy App

The Sell on Etsy App provides sellers with access to numerous tools, including the ability to manage orders, respond to messages from buyers, and create listings for sale.

All items that you sell or list for sale through the App must comply with your local laws and Etsy's Seller Policy. Etsy reserves the right to suspend or terminate a seller's account for violations of Etsy policies or the law.

# 3. Accepting In-Person Payments

You can use the Square reader to process payments for in-person sales. Please see the In-Person Selling Fees section of our Fees and Payments Policy for information on the fees that apply to in-person sales made using the Square reader.

### 4. Limitation of Liability

In-person sales are not eligible for Etsy's Seller Protection Program. If you agree to ship an item purchased in person, you do so at your own risk. Buyers are not eligible to open a case on Etsy for any in-person sales.

The App is provided on an "as is" basis. Use of the App is at your own risk. To the extent permitted by law, the App is provided without warranties of any kind. To the extent permitted by law, in no event shall Etsy be liable for any damages for the loss of revenues, profits, goodwill, or data resulting from the use of, unauthorized use of, or inability to use the App.

If the Terms conflict with any other terms, the Terms will control for all issues related to the App.

#### 5. Limited License

Etsy grants you a non-exclusive, non-transferable, non-sublicensable license to use the App in accordance with the Terms. Your use is subject to all applicable restrictions contained in our Terms of Use.

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