

Standard Shopify Form Fields - Plus Terms and Conditions - v1.0



Effective as of 23rd November 2023

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1. Overview

This service/product is provided by Artisan IT Ltd. Throughout these Terms and Conditions, the terms “we”, “us” and “our” refer to Artisan IT Ltd. Artisan IT Ltd offers this Standard Shopify Form Fields - Plus feature to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By purchasing a product / feature from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional conditions and policies referenced herein and / or available by hyperlink. The terms apply to all users of the service / feature code, including without limitation users who are vendors, customers, merchants, and / or content creators.

Where any Terms or Conditions documented within this document conflict with the Terms of Service found at <https://artisan-it.com/policies/terms-of-service>, the Terms and Conditions documented within this document shall govern.

Please read these Terms and Conditions carefully before purchasing the service/product. By purchasing the service/product, you agree to be bound by these Terms and Conditions. If you do not agree to all the Terms and Conditions of this agreement, then you should not proceed to purchase the service/product.

2. Online store terms

By agreeing to the Terms and Conditions, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependants to purchase and use this feature.

You may not use our products, features or services for any illegal or unauthorised purpose, nor may you, in the use of this Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms may result in an immediate termination of your Services.

3. General conditions

We reserve the right to refuse Service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt technical requirements of connecting networks or devices.

Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service/product feature code, use of the feature code, or access to the feature code

or any content on the website through which the Service is provided without express written permission by us.

The headings written in this agreement are included for convenience only and will not limit or otherwise affect these terms.

4. What happens after you submit a booking request

We will look to review all booking requests sent for the Standard Shopify Form Fields - Plus service within two working days from receipt of the request.

Once we are confident all of the required information has been provided from yourself, we will send you an email containing the following:

- Confirmation that the feature code can be installed to your Shopify theme
- A date when we are available to update your theme files
- Invoice for the Standard Shopify Form Fields - Plus service

At this point you will need to pay the invoice in full and confirm the proposed date for the setup is suitable for you. The invoice will need to be paid in full 24 hours before the proposed setup date.

5. Granting access to your Shopify store

Following a successful payment, We will send you a Shopify Collaborator request from our Shopify Partner account. This will contain areas of your Shopify admin area that we will require permission to access to install and setup the Standard Shopify Form Fields - Plus feature code.

You will be required to approve the Shopify Collaborator request prior to the agreed time and date for the work to be completed.

6. Installation and setup

You understand that the feature code for the Standard Shopify Form Fields - Plus will be installed to a single copy of Shopify theme by Us. Once the code is installed onto Your Shopify theme and tested. We will provide You with the individual feature code snippets required to add form fields within your Shopify theme templates.

We will be installing the feature code only. You are responsible for the creation of page templates and form fields used within your Shopify theme.

We will provide You with access to instructions on how to setup each type of form field within your Shopify theme template, once the feature has been installed and tested on your theme.

If additional support is required to use the feature code, you should contact us via our contact form available at <https://artisan-it.com/pages/contact>, and provide details of any difficulties you are experiencing.

We reserve the rights to charge for any training, guidance or work undertaken by Us to resolve any setup issues you may be experiencing. Under these circumstances We will provide you with a written quote for the additional services, prior to any further work being carried out by Ourselves.

Any additional charges will require payment before any support will be provided by Us.

7. Form fields not completed by the user

You understand that form fields added to your product page forms that require a user input, such as a checkbox or text input field may not be passed through with the order details, if the user does not enter a value into the form field.

If a user must enter a value into the form field, the field should be set as mandatory/required for the user to complete.

8. Displaying product page form field values within Shopify email notifications and the Packing slip

If you have purchased the Packing Slip and/or Email Notification update service, We will add code to the default Shopify email notifications and Packing slip templates which exist in the Shopify settings menu. This code will output the values entered into the new form fields to the Packing Slip and/or email notifications.

There are a small number of email notifications in Shopify that We are unable to access due to limited permissions provided by our Shopify Partner account access. For these notifications, We will provide written instructions for you to follow and complete this part of the setup process.

If you have chosen to update the Packing Slip and/or email notifications yourself, a setup instruction video will be provided. If You require support from Us, we will provide a quote, which you must accept and pay in full before any support is provided.

9. Displaying product page form fields in the Shop App

The Standard Shopify Form Fields - Plus feature code is a Shopify theme update only. The feature code will not work within the Shopify Shop App. This means any additional form fields you create in the Shopify theme template will not be available within the product listing in the Shop app.

The only form fields that are displayed will be those generated by product variants.

10. Displaying product page form fields in Shopify manual orders

The Standard Shopify Form Fields - Plus feature code is a Shopify theme update only. The feature code will not display any additional form fields within the Shopify Admin area, when creating either Manual or Draft orders.

The only form fields that are available to select will be those generated by product variants.

11. Displaying product page form fields in Shopify' Point of Sale app

The Standard Shopify Form Fields - Plus feature code is a Shopify theme update only. The feature code will not display any additional form fields within the Shopify Point of Sale app, when generating orders using this sales channel..

The only form fields that are available to select will be those generated by product variants.

12. Adjusting the product price

Form fields created using the Standard Shopify Form Fields - Plus feature code provided by Us will not control any changes to the product price. To adjust the product price You will need to use the default Shopify product variant options.

This decision has been made by us to ensure compatibility with both Shopify and other third party apps that may be used on your Shopify site.

13. Restrictions of the feature code

The Standard Shopify Form Fields - Plus feature code provided by Us is for use solely on the Shopify site named on the order.

You do not have permission to share, demonstrate or sell the feature code under any conditions. If You wish to demonstrate the feature code, you should contact Us before doing so to gain permission and only when permission has been granted by Us, will you be able to demonstrate the feature.

14. Feature code reuse / Theme update

You do not have the right to copy the feature code installed onto your Shopify for use on another website domain that does not match the domain stated on the order form when purchasing the code. If the feature requires adding to a website domain that is different to the website domain stated when ordering the feature, then the feature should be purchased again from <https://artisan-it.com>, with details of the new website domain being entered when adding the feature to the cart.

The Standard Shopify Form Fields - Plus feature code will be installed by Us to a single copy of the named Shopify theme code. You are able to duplicate the theme containing the Standard Shopify Form Fields - Plus feature code, however, the feature code will not be available to use, if a fresh copy/updated version of the theme is installed.

If you wish to use the Standard Shopify Form Fields - Plus on a fresh copy/updated version of the Shopify theme, the Standard Shopify Form Fields - Plus code will require setting up/installing again by Us for the latest theme code files. This will require you to re-purchase the Standard Shopify Form Fields - Plus feature code/service.

15. Exporting order details for orders containing item property fields

Shopify does not include any data captured by additional product form fields within exported files that contain order details. To include details of an item property in an order export (i.e. csv file) a third party app will be required (additional charges for the app may apply).

The term 'item property' refers to the form field generated by the Standard Shopify Form Fields - Plus feature code provided by Us..

16. Refunds

Refunds are available following the purchase of a feature only if We have not started writing code to your Shopify theme files. Once We start to add the feature code to your Shopify theme a refund will not be available.

If the theme or theme version group selected when ordering the Shopify product page feature is found to be different to the theme being used on your Shopify site, or the theme version is not within the theme version range selected, it will not be possible to install the product page feature code. Under these circumstances if a refund is requested, an 80% refund will be refunded for the feature code. This is to cover costs associated with the transaction, administration tasks and time spent by us when gaining access to your Shopify site.

If You are wanting to cancel an order, it is Your responsibility to arrange the cancellation with Us before We begin to write code to your Shopify theme files.

17. Shopify theme versions confirmed as suitable for the feature code to be installed

At the time of writing, the feature code has been tested and is suitable for use on the following Shopify theme versions:

- Colorblock - versions 8.0.0 - 12.0.0
- Craft - versions 8.0.0 - 12.0.0
- Crave - versions 8.0.0 - 12.0.0
- Dawn - versions 8.0.0 - 12.0.0
- Origin - versions 8.0.0 - 12.0.0
- Publisher - versions 8.0.0 - 12.0.0
- Refresh - versions 8.0.0 - 12.0.0
- Ride - versions 8.0.0 - 12.0.0
- Sense - versions 8.0.0 - 12.0.0
- Studio - versions 8.0.0 - 12.0.0
- Taste - versions 8.0.0 - 12.0.0

18. Videos hosted on YouTube

In order to provide video instructions for you to use when setting up the Standard Shopify Form Fields - Plus feature code on your Shopify site, we use YouTube as our video hosting service.

Personal data may therefore be shared with YouTube. You can find out more about data shared and how YouTube uses the data by heading to <https://www.youtube.com/t/privacy>.

19. Removing our access to your Shopify site

When the theme updates have been completed and tested by us, we will remove our collaborator access from your store and send email confirmation to yourself, advising you that this action has been taken.

Once the collaborator access has been removed we will no longer be able to access the Admin area of your Shopify store/site.

20. Disclaimer of warranties; Limitation of liability

We do not guarantee, represent or warrant that your use of the Standard Shopify Form Fields - Plus feature code will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Standard Shopify Form Fields - Plus code will be accurate or reliable.

You agree that We may discontinue future updates to the Standard Shopify Form Fields - Plus, which may prevent the feature from being installed on later versions of the selected Shopify theme.

You expressly agree that your use of, or inability to use, the Standard Shopify Form Fields - Plus feature code is at your sole risk. The Standard Shopify Form Fields - Plus feature code is provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Artisan IT Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, Service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Standard Shopify Form Fields - Plus feature code, or for any other claim related in any way to your use of the Standard Shopify Form Fields - Plus feature code, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Standard Shopify Form Fields - Plus feature code.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

21. Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Conditions such determination shall not affect the validity and enforceability of any other remaining provisions.

22. Intellectual property

You acknowledge that Artisan IT Ltd retains the rights, title, and interest in and to all copyrights of the Standard Shopify Form Fields - Plus feature code. You agree to prevent any unauthorised copying, use, or distribution of the Standard Shopify Form Fields - Plus feature code. Artisan IT Ltd does not grant any express or implied right to you under any Artisan IT Ltd-owned or licensed copyrights, trademarks, trade secrets, patents, or other proprietary rights.

23. Reverse charging VAT/GST (taxes)

You are responsible for determining the correct local treatment in respect of the receipt of these services including any reverse charge considerations (where applicable).

24. Governing Law

These Terms and Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the United Kingdom.