

## TERMS AND CONDITIONS

Shoply, Inc., (“**Shoply**” “**us**”, “**our**”, or “**we**”) own and operate the website [www.shoply.com](http://www.shoply.com) (and collectively with any affiliate mobile application (“App”), the “Site”). The site is intended to facilitate the provision of Services to registered users. These terms and conditions of use (“Terms of Use”) describe your rights and responsibilities regarding the Site that you may use to receive Services. Your access to and use of the Site is subject to these Terms of Use, our Privacy Policy, as well as all applicable laws and regulations. In these Terms of Use, the terms “you” and “yours” refer to the person using the Services. Even though you may have arrived to the Site through a website or mobile application operated or controlled by a third party you understand and agree that these Terms of Use are entered into between you and Shoply. If you do not accept and agree to be bound by these Terms of Use, you are not authorized to access or otherwise use the Site, Services, or any information or Content provided through the Site or Services.

The Site and Services are continually under development, and Shoply reserves the right to review or remove any part of these Terms of Use in its sole discretion at any time and without prior notice to you. You should check the Terms of Use from time to time when you use the Site or Services to determine if any changes have been made. Any changes to these Terms of Use are effective upon posting to the Site. Unless otherwise indicated, any new Content added to the Services is also subject to these Terms of Use upon posting to the Site. If you disagree with these Terms of Use, your sole and exclusive remedy is to discontinue your use of the Site and/or Services. Your continued use after a change has been posted constitutes your acceptance of the changes.

## PRIVACY AND SECURITY DISCLOSURE

Please review Shoply’s Privacy Policy on [www.shoply.com](http://www.shoply.com). Shoply reserves the right to modify its Privacy Policy at its reasonable discretion from time to time.

## PAYMENT METHODS

We accept U.S.-issued credit and debit cards:

- Visa
- MasterCard
- American Express

When placing an order online, you will need:

- The address the card’s statement is sent to (billing address).
- The card number and expiration date.
- The 3 or 4-digit code found only on the card (CVV2 code).

Credit card orders can be placed online over our TLS 1.3 encrypted connection. The same credit card may be used only three (3) times in one processing day.

You are entering into a legally binding agreement with Shoply, Inc., located at 901 Sam Rayburn Hwy, Melissa, TX, 75454. The official website for Shoply, Inc., and its affiliates is [www.shoply.com](http://www.shoply.com). Shoply has the registered address of:

Shoply, Inc.  
901 Sam Rayburn Highway  
Melissa, TX, 75454  
[www.shoply.com](http://www.shoply.com)

## **SHIPPING POLICY**

All orders are processed within 2-3 business days. Orders are not shipped or delivered on weekends or holidays. If we are experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in the shipment of your order, we will contact you via email or telephone. Cancellations must be performed or delivered to Shoply within 3 business days of the next shipment to guarantee the cancellation of that shipment.

## **SHIPPING RATES & DELIVERY ESTIMATES**

Shipping charges for your order will be calculated and displayed at checkout. Delivery delays can occasionally occur.

## **DAMAGES**

Shoply is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact the shipment carrier to file a claim.

Please save all packaging materials and damaged goods before filing a claim.

## **REFUND POLICY (Digital Product)**

If within the first thirty (30) days of your first purchase of Shoply products and services via the Shoply website, you are not satisfied you may request a refund of any amounts charged by contacting [support@shoply.com](mailto:support@shoply.com). Any subsequent request for subscription refunds via the Shoply website must be made within seven (7) days.

## **REFUND POLICY (Physical Product)**

You may request a refund of any amounts charged by contacting customer service at [support@shoply.com](mailto:support@shoply.com). If for any reason you are not completely satisfied with any Shoply products purchased directly from Shoply via our website, you may request a refund within thirty (30) days from the date of purchase for a full refund or exchange. Refunds and exchanges will be made to the credit card with which the product was purchased. You will need the following to make your request for refund:

- Proof of Purchase
- Unused portion of the product or empty product container

Your refund includes only the cost of the product. It does not include the costs of shipping.

## **RETURN POLICY**

Before any product is returned to Shoply, the customer must contact customer support to obtain a *Return Merchandise Authorization* ("RMA") number. Any package received without this information on the outside of the box may be refused and may result in a refund not issuing.

## **MONTHLY MEMBERSHIP OR SMARTSUBSCRIPTION CANCELLATION**

Please email to cancel or modify your monthly subscription at any time at [support@shoply.com](mailto:support@shoply.com) without penalty. You can also modify or cancel your order at any time at [www.shoply.com](http://www.shoply.com). By selecting the “Monthly Membership or SmartSubscription” you are also authorizing Shoply, to charge your credit card for the services you have ordered on a monthly basis. You may cancel at any time without obligation and without penalty by emailing [support@shoply.com](mailto:support@shoply.com) or canceling the order through the shoply.com portal. All cancellations must be performed or delivered to Shoply within three (3) business days of the next subscription fee to guarantee cancellation of that shipment.

## **ORDER DISCLAIMER**

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. Shoply reserves the right to accept or deny shipment to anyone for any reason. Shoply reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, Shoply reserves the right to cancel the order and notify the cardholder and the proper authorities.

## **ELECTRONIC COMMUNICATIONS**

When you visit the Shoply Site or send emails or feedback to Shoply, you are communicating with Shoply electronically. You consent to receive communications from Shoply electronically. Shoply will communicate with you by email or by posting notices on the Shoply Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Any feedback you provide at this Shoply Site will be deemed non-confidential. Shoply will be free to use such feedback on an unrestricted basis.

## **SHOPLY INTELLECTUAL PROPERTY**

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## **REQUIREMENTS FOR USE**

You must have compatible computing and/or mobile devices, access to the Internet, and certain necessary software in order to use the Site. Fees and charges may apply to your use of the mobile services and to the Internet and Shoply is not responsible for those fees/charges.

## **‘JAILBREAKING’ THE MOBILE APP**

The App is intended for use only on a mobile phone that runs an unmodified manufacturer-approved operating system. Using the App on a mobile phone with a modified operating system may undermine security features that are intended to protect your information from unauthorized or unintended disclosure. Use of the App on a mobile phone with a modified operating system is a material breach of these Terms of Use.

## **PROHIBITED ACTIVITIES**

You agree that the Services will be used solely for the purposes and functions permitted under the Terms, and may not: (a) decompile, reverse engineer, disassemble, modify, reduce to human readable form or create derivative works based upon the Services or any part thereof; (b) disable any licensing or control features of the Services; (c) introduce into the Services any virus or other code or routine intended to disrupt or damage the Services, or alter, damage or delete any Materials, or retrieve or record information about the Services or its Users except as we expressly permit; (d) merge the Services or Materials with another program or create derivative works based on the Services or Materials; (e) remove, obscure, or alter any notice of the copyright or other proprietary legends on the Services or Materials; (f) sublicense, assign, translate, rent, lease, lend, resell for profit, distribute or otherwise assign or transfer the Materials or access to the Services to others; (g) use, or allow the use of, the Services or the Materials in violation of any applicable laws or regulations; (h) otherwise act in a fraudulent, illegal, misleading, malicious or negligent manner when using the Services; (i) post violent, defamatory, libelous, indecent, sexually explicit, discriminatory, unlawful, infringing, hateful or other inappropriate photos or other content, including without limitation any posts intended for defaming, stalking, bullying, abusing, harassing, threatening, impersonating, harming, or intimidating people or entities; (j) create, solicit, transmit, or procure the sending of, any unwanted, unsolicited or harassing comments or communications, including without limitation, advertising or promotional material, without our prior written consent, including without limitation, any “junk mail,” “chain letter,” “spam” or any other similar solicitation; (k) access or use the Services by means of any automated program, expert system, electronic agent or bot; (l) give any other person or entity unauthorized access to the Services; (m) engage, or enable another person or entity to engage, in any scraping, copying, republishing, licensing, or selling the data or information on the Services for commercial purposes; or (n) otherwise violate the rights of a third party. In response to any actual or suspected violations of the foregoing, we may suspend or terminate your access to the Services, pursue legal action, and/or report the violation to law enforcement.

## **LINKS TO THIRD-PARTY HYPERLINKS AND WEBSITE**

The Site may contain hyperlinks or references to other websites, including without limitation Facebook, TikTok or Instagram (“Linked Site”) operated by third parties. You will be responsible for any edits, alterations, or modifications to any data you repost on any social media websites or Linked Sites as Shoply is not responsible and cannot control third parties. **You acknowledge that Shoply is not liable when third-party services use information you provide them.** The Linked Site may not be under our control; therefore, we are not responsible for the information, products, or services described thereon, or for the content of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. We are providing these Linked Sites to you only as a convenience, and the inclusion of any link does not necessarily imply endorsement of the Linked Site or any association with its operators. Your use of these Linked Sites is at your own risk, and we are not liable to you in any way, either directly or indirectly, for any content, errors, damage, or loss caused by or in connection with the use of or reliance on information contained in or provided to

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## **TERMINATION**

The Terms of Use will remain in full force and effect as long as you continue to access or use the Site or Services. You may terminate the Terms of Use at any time by discontinuing the use of the Site. Your permission to use the Site automatically terminates if you violate these Terms of Use. Shoply may terminate or suspend any of the rights granted by these Terms of Use and your access to and use of the Site or Services with or without prior notice, for any reason, and at any time. The following provisions survive the expiration or termination of these Terms of Use for any reason whatsoever: Disclaimer of Warranties; Limitation of Liability; Indemnification; Governing Law, Dispute Resolution, Venue, Severability of Provisions; No Waiver; and Assignment. Subject to applicable law, Shoply reserves the right to maintain, delete, or destroy all communications and materials posted or uploaded to the Site pursuant to its internal record retention and/or content destruction policies. After such termination, Shoply will have no further obligation to provide the Services. You agree that if your use of the Services is terminated pursuant to these Terms of Use, you will not attempt to use the Services in any way, and further agree that if you violate this restriction after such termination, you will indemnify and hold Shoply harmless from any and all liability that Shoply may incur therefore.

## **DISCLAIMER OF WARRANTIES**

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## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Shoply, its affiliates, subsidiaries, and their directors, officers, employees, contractors, licensors, suppliers, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys harmless from and against any and all third-party suits, actions, claims, proceedings, damages, settlements, judgments, injuries, liabilities, obligations, losses, risks, costs, and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses, and accounting fees), relating to or arising from, or alleged to arise from, your use of materials or features available on the Site in an unauthorized manner, fraud, violation of law, or willful misconduct, or any breach by you of these Terms of Use.

## **MODIFICATIONS TO THE SITE**

Shoply reserves the right at any time and for any reason to modify, or temporarily or permanently discontinue, the Site or Services or any portion thereof, with or without notice. You agree that Shoply shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or Services.

## **GOVERNING LAW; DISPUTE RESOLUTION; VENUE; SEVERABILITY OF PROVISIONS**

This Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Texas. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Shoply as a result of this agreement or use of the Site or Services. The failure of Shoply to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Shoply in writing. This Agreement, together with any applicable policies, comprises the entire agreement between you and Shoply and supersedes all prior or contemporaneous negotiations,

discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

## **REPORTING COPYRIGHT INFRINGEMENT**

Shoply reserves the right to remove any content or any other material or information available on or through our Site, at any time, for any reason. Notification of Claimed Copyright Infringement. If you have objections to copyrighted content or material made available on or through our Site, you may submit a notification to [support@shoply.com](mailto:support@shoply.com). Any notification to Shoply under 17 U.S.C. § 512(c) alleging copyright infringement must include the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right being infringed;

An identification of the copyrighted work or other intellectual property that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

An identification of the content or material that you claim is infringing and where it is located on our Site;

Information sufficient for Shoply to contact you, such as your address, telephone number, and/or email address;

A statement by you that you have a good-faith belief that the use of the content or material of which you are complaining is not authorized by the copyright owner, its agent, or the law; and

A signed statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright owner or authorized to act on the copyright owner's behalf.

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## **NOTICE FOR CALIFORNIA USERS**

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

## **QUESTIONS OR ADDITIONAL INFORMATION**

If you have questions regarding this information or wish to obtain additional information, please send an e-mail to [support@shoply.com](mailto:support@shoply.com).