

TERMS AND CONDITIONS

Last updated: March 25, 2025

1. INTRODUCTION

Welcome to Shopyla ("Company", "we", "our", "us")! These Terms and Conditions ("Terms", "Terms and Conditions") govern your use of our website located at www.shopyla.com (the "Service") and any related applications, tools, and services offered by Shopyla.

By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, you may not access the Service.

2. DEFINITIONS

"Account" means a unique account created for you to access our Service or parts of our Service.

"Content" refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available regardless of the form of that content.

"Credit" refers to the digital units used within our platform to access specific features and functionalities.

"Platform" means the Shopyla website, applications, and services.

"Service" refers to the website, applications, tools, and other offerings provided by Shopyla.

"Subscription" refers to the recurring payment plan that grants access to specific features of the Service.

"User" means an individual who accesses or uses the Service.

"You" refers to the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

3. ACCOUNT REGISTRATION

3.1 Account Creation

When you create an account with us, you must provide information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

3.2 Account Security

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

3.3 Account Sharing

Your account is personal to you and you agree not to provide any other person with access to this Service using your username, password, or other security information. You may not assign or otherwise transfer your account to any other person or entity.

4. SUBSCRIPTION AND BILLING

4.1 Subscription Plans

Shopyla offers various subscription plans with different features, limitations, and pricing. Details of the subscription plans are available on our website. We reserve the right to modify, terminate, or otherwise amend our offered subscription plans.

4.2 Free Demo

We may offer a free demo version of our Service with limited features and functionalities. The free demo is provided on an "as is" basis without warranties of any kind.

4.3 Billing

You agree to provide current, complete, and accurate purchase and account information for all purchases made through the Service. You further agree to promptly update

account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.

4.4 Automatic Renewal

Unless you cancel your subscription before the end of the current billing period, your subscription will automatically renew, and you authorize us to collect the then-applicable subscription fee using your payment method on file.

4.5 Fees and Taxes

We may change the fees and charges in effect or add new fees and charges from time to time, but we will give you advance notice of these changes. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

4.6 No Refunds

Payments are non-refundable and there are no refunds or credits for partially used periods unless otherwise specified in these Terms or required by applicable law.

4.7 Credit System

Our Service utilizes a credit system for accessing specific features:

1. Credits are consumed when certain actions are performed on the platform as specified in our Service documentation.
2. Credits are only valid during the subscription period and expire at the end of the billing cycle unless otherwise specified.
3. Additional credits may be purchased separately according to our current pricing.
4. Credits are non-transferable and have no cash value.

5. USER CONTENT

5.1 User Content Responsibility

You are solely responsible for the content that you post, upload, link to, or otherwise make available through the Service.

5.2 Content License

By posting content to the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such content on and through the Service. You retain any and all of your rights to any content you submit, post, or display on or through the Service.

5.3 Content Restrictions

You agree not to use the Service to:

1. Upload or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
2. Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.
3. Upload or transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party.
4. Upload or transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or any other form of solicitation.
5. Upload or transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.

6. SERVICE USAGE

6.1 Usage Limitations

The Shopyla platform is provided for legitimate business research purposes only. You agree to use the Service in accordance with all applicable laws and regulations.

6.2 Prohibited Activities

You agree not to engage in any of the following prohibited activities:

1. Copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping".
2. Using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service.

3. Interfering with or disrupting the integrity or performance of the Service or third-party data contained therein.
4. Attempting to gain unauthorized access to the Service, user accounts, computer systems, or networks connected to the Service.
5. Reverse engineering or attempting to obtain the source code of our software.
6. Collecting or harvesting any personally identifiable information from the Service.
7. Using the Service for any illegal or unauthorized purpose.
8. Using the Service to compete directly with Shopyla.

6.3 Store Tracking Limits

Your subscription plan includes limits on the number of Shopify stores you can track simultaneously. Exceeding these limits may result in additional charges or service limitations.

6.4 Data Usage and Storage

Data retrieved through our Service is subject to storage and usage limitations as specified in our current service documentation. We reserve the right to impose storage limits and to modify these limits from time to time.

6.5 Legal Responsibility Disclaimer

Shopyla provides research and intelligence tools only. We are not responsible for how you use the information obtained through our Service. You acknowledge and agree that:

1. Shopyla is not responsible for any legal issues, disputes, or liabilities arising from your use of our platform or the data obtained through it.
2. You are solely responsible for ensuring your use of our Service and any actions taken based on information provided by our platform comply with all applicable laws, including but not limited to e-commerce regulations, intellectual property laws, and consumer protection laws.
3. Shopyla does not provide legal advice and makes no representations or warranties regarding the legality of any business practices, products, or services that you may discover or implement through our platform.
4. In the event that any legal action is brought against you by third parties related to

your use of information obtained through our Service, you agree to fully indemnify and hold Shopyla harmless.

5. By using our Service, you explicitly acknowledge that you are using the data and insights at your own risk and discretion.

7. INTELLECTUAL PROPERTY

7.1 Service Content

The Service and its original content (excluding content provided by users), features, and functionality are and will remain the exclusive property of Shopyla and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Shopyla.

7.2 Data Ownership

All data collected by Shopyla regarding e-commerce stores, products, and market trends is the property of Shopyla. We grant you a limited, non-exclusive license to use this data for your internal business purposes only while your subscription is active.

7.3 Feedback

If you provide us with any feedback or suggestions regarding the Service, you hereby assign to us all rights in such feedback and agree that we shall have the right to use such feedback and related information in any manner we deem appropriate.

8. THIRD-PARTY WEBSITES AND CONTENT

8.1 Third-Party Links

The Service may contain links to third-party websites or services that are not owned or controlled by Shopyla. Shopyla has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services.

8.2 Third-Party Data

Information provided through our Service about third-party websites, e-commerce stores, or products is for informational purposes only. We do not warrant the accuracy, completeness, or usefulness of this information.

9. DISCLAIMER OF WARRANTIES

9.1 Service Provided "As Is"

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE.

9.2 No Warranty

SHOPYLA, ITS SUBSIDIARIES, AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT:

1. THE SERVICE WILL FUNCTION UNINTERRUPTED, SECURE, OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION;
2. ANY ERRORS OR DEFECTS WILL BE CORRECTED;
3. THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR
4. THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS.

9.3 Data Accuracy

WHILE WE STRIVE TO PROVIDE ACCURATE INFORMATION, WE DO NOT GUARANTEE THE ACCURACY OF DATA REGARDING STORE SALES, PRODUCT PERFORMANCE, OR OTHER METRICS. SUCH DATA SHOULD BE CONSIDERED ESTIMATES AND USED AT YOUR OWN RISK.

9.4 Legal Compliance Disclaimer

SHOPYLA IS A RESEARCH AND ANALYSIS TOOL ONLY. WE DO NOT GUARANTEE OR WARRANT THAT YOUR USE OF OUR SERVICE OR THE INFORMATION PROVIDED WILL COMPLY WITH APPLICABLE LAWS, REGULATIONS, OR THIRD-PARTY RIGHTS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING YOUR BUSINESS PRACTICES AND USE OF ANY INFORMATION OBTAINED THROUGH OUR SERVICE COMPLIES WITH ALL APPLICABLE

LAWS AND REGULATIONS.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL SHOPYLA, NOR ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, OR AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

1. YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE;
2. ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE;
3. ANY CONTENT OBTAINED FROM THE SERVICE; AND
4. UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

ADDITIONALLY, SHOPYLA SHALL NOT BE LIABLE FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES, OR COSTS RELATED TO YOUR USE OF INFORMATION OBTAINED THROUGH THE SERVICE FOR COMMERCIAL PURPOSES, INCLUDING BUT NOT LIMITED TO PRODUCT SOURCING, SALES, MARKETING, OR ANY OTHER BUSINESS ACTIVITIES.

11. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Shopyla and its licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from:

1. Your use of and access to the Service, including any data or content transmitted or received by you;
2. Your violation of any term of these Terms;
3. Your violation of any third-party right, including without limitation any right of privacy or intellectual property rights;
4. Your violation of any applicable law, rule, or regulation;

5. Any claim or damages that arise as a result of any of your content or any content submitted through your account;
6. Any legal issues arising from your use of the information or data obtained through our Service; or
7. Any other party's access and use of the Service with your unique username, password, or other security code.

12. TERMINATION

12.1 Termination by Shopyla

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Service will immediately cease.

12.2 Termination by You

You may terminate your subscription at any time by canceling your account through your account settings or by contacting our customer support. Upon cancellation, your subscription will remain active until the end of your current billing period.

12.3 Effect of Termination

Upon termination of your account, all credits and data associated with your account may be permanently deleted. We will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Service, or any termination or suspension of the Service.

13. CHANGES TO TERMS

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

14. GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of [Your Country/State], without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.

15. DISPUTE RESOLUTION

15.1 Informal Resolution

For any dispute you have with Shopyla, you agree to first contact us and attempt to resolve the dispute informally.

15.2 Arbitration and Legal Responsibility

If you cannot reach an informal resolution, you and Shopyla agree to resolve any disputes through binding arbitration in accordance with the rules of the American Arbitration Association.

Shopyla provides research and intelligence tools only. We are not responsible for how you use the information obtained through our Service. You acknowledge and agree that:

1. Shopyla is not responsible for any legal issues, disputes, or liabilities arising from your use of our platform or the data obtained through it.
2. You are solely responsible for ensuring your use of our Service and any actions taken based on information provided by our platform comply with all applicable laws, including but not limited to e-commerce regulations, intellectual property laws, and consumer protection laws.
3. Shopyla does not provide legal advice and makes no representations or warranties regarding the legality of any business practices, products, or services that you may discover or implement through our platform.
4. In the event that any legal action is brought against you by third parties related to your use of information obtained through our Service, you agree to fully indemnify and hold Shopyla harmless.
5. By using our Service, you explicitly acknowledge that you are using the data and

insights at your own risk and discretion.

15.3 Exceptions

The arbitration agreement does not apply to any claim (a) where a party is attempting to protect its intellectual property rights, or (b) that may be brought in small-claims court.

15.4 Class Action Waiver

Any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

16. SEVERABILITY

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

17. ENTIRE AGREEMENT

These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

18. CONTACT US

If you have any questions about these Terms, please contact us:

- **Email:** support@shopyla.com

By using our Service, you acknowledge that you have read and understood these Terms and agree to be bound by them.