



TERMS AND CONDITIONS

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PRIVACY AND SECURITY DISCLOSURE

Please review Shoply’s Privacy Policy on 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. Shoply has the registered address of:

Shoply, Inc.
901 Sam Rayburn Highway
Melissa, TX, 75454
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. 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. 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 without penalty. You can also modify or cancel your order at any time at 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 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.

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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.

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‘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.

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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.

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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.

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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. 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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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.