

SHOP MY SHELF END USER LICENSE AGREEMENT AND TERMS OF SERVICE AGREEMENT

Terms of Use

Welcome to the ShopMy Site, located at: <https://shopmy.us/> (the "Site"). These Terms of Use govern your use of the Site, the ShopMy platform, and its contents. The terms "Company," "we," "us" and "our" refer to Shop My Shelf, Inc. ("Shop My Shelf")

BY USING THE SITE, YOU AGREE TO THESE CONTRACTUAL TERMS OF USE AND THE COMPANY **PRIVACY POLICY** AND YOU AGREE TO RECEIVE REQUIRED NOTICES AND TO TRANSACT WITH US ELECTRONICALLY. IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE.

Hosting

ShopMy operates as an intermediary platform that connects third-party retailers, advertisers, and other businesses ("Merchants") with individuals who promote, endorse, or advertise products and services, herein referred to as "influencers" or "creators" or "you." Our primary role is to facilitate a relationship between Merchants and influencers or creators, allowing for a seamless exchange of promotional opportunities, commissionable sales, and other collaborative interactions.

Registration

To create an account, you must apply through the Site. Approving a proposed account, and suspending or terminating approval of a current account, is at the Company's sole discretion. You must provide accurate, current, and complete information during the registration process and keep your account up-to-date. You also agree to continuously update and ensure the accuracy of your account information throughout the duration of your use of the platform. You are responsible for maintaining the confidentiality of your account and password.

If you simply want to browse this Site and/or current Shops, there is no need to register or apply.

Introduction

By using ShopMy as an influencer or creator, you agree to these Terms of Use. If you do not agree with any part of these Terms, you must not use our platform.

Identification

By using our platform and submitting an application for an account, you represent and warrant that the accounts listed in your application belong to you. You further acknowledge and agree that we reserve the right to request additional information or documentation from you to verify your identity. This may include, but is not limited to, government-issued identification documents, proof of address, or any other relevant identification information.

Age of Users

Children under the age of 13 may not use this Site and parents or legal guardians may not agree to these Terms of Use on their behalf. If we become aware that a child under 13 has provided or attempted to provide us with personal information, we will use our best efforts to remove the information permanently from our files.

If you are under the age of 18 but at least 13 years of age, you may use this Site only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use. If you are a parent or legal guardian agreeing to these Terms of Use for the benefit of a child between the ages of 13 and 18, be advised that you are fully responsible for his or her use of this Site, including all financial charges and legal liability that he or she may incur.

Company Privacy Policy

Your use of this Site signifies your continuing consent to the Company Privacy Policy, which you can examine any time by clicking on the "Privacy" link on the Site.

Personal information that you supply to Company, and any information about your use of the Site that we obtain will be subject to the Company [Privacy Policy](#) on this Site.

Changes to Company

We may discontinue or change any Company and/or Site content, service, function or feature at any time with or without notice.

Proper Use of This Site

You may use Company services for lawful, personal purposes only and may use the Site only in ways consistent with the law.

You agree that systematic retrieval of data from the Site without the express written permission of the Company is strictly prohibited. You may not use any program, spider, "bot," or other automatic device to gather or "harvest" information from this Site. You may not engage in the practices of "screen scraping," "database scraping," or any other practice or activity the purpose of which is to obtain lists of users, portions of a database, or other lists or information from the Site. You may not use, frame or otherwise enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of the Company or its affiliates. You may not use any meta tags or any other "hidden text" utilizing the Company's name or trademarks without our express written consent. You agree that you will not use any device, software or routine to bypass any code which may be included to prevent you from breaching the obligations in this Section or to interfere or attempt to interfere with the proper working of the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on our or our host's infrastructure. You agree that you will not knowingly provide false information to sabotage or otherwise negatively affect the Site. You agree you will not reverse engineer, disassemble or decompile any Company prototypes or software, nor any other systems, information, materials or objects which are provided to you or to which you are granted access hereunder.

Inappropriate Content

We reserve the right to remove any content on the Site, at any time, that is deemed inappropriate. Determinations about the inappropriateness of content lie in the Company's sole discretion. Inappropriate content may include, without limitation, content that:

is directed at children under 13 years of age;

violates any provision of the Children's Online Privacy Protection Act and/or Federal Trade Commission regulations;

contains material that is false or misleading with respect to any person or entity;

contains material that is illegal, threatening, abusive, harassing, false, misleading, tortious, defamatory, vulgar, obscene, offensive, libelous, sexually explicit, violent, invasive of privacy, hateful, or discriminatory on the basis of race / color / religion or creed / national origin or ancestry / sex / age / physical or mental disability / veteran status / sexual orientation / pregnancy / gender identity;

infringes any third party's intellectual property rights or that you are otherwise prohibited from disclosing;

contains software viruses or otherwise impairs the Site's functionality;

involves the transmission of "spam," "junk mail," "chain letters," or unsolicited mass emails;

promotes, advertises or solicits for contests, sweepstakes, multi-level marketing campaigns, Ponzi schemes, pyramid schemes, digital currencies or cryptocurrencies;

uses automated scripts or other technology to collect information from or contact the Company or users of the Site;

provides material support or resources to any organization(s) designed by the United States government as a foreign or domestic terrorist organization;

discloses another person's personal identifiable information, including without limitation name, address, social security number or other identifying number or code, telephone number, email address, contact information, password, credit card or bank account information; or

violates or encourages the violation of any applicable local, state, federal or international law, including any regulations having the force of law.

Content Removal

We reserve the absolute right to remove, delete, or take down any content, including content posted by influencers or creators, at our sole discretion and without any obligation to provide justification or prior notice. This right applies regardless of whether the content violates our terms or not. By using our platform, you acknowledge and accept our authority to make decisions related to content removal for the protection, maintenance, or any other reason deemed appropriate by the Company.

User Conduct

By accessing or using our platform, you acknowledge and agree that we have the right to remove you from the platform if you engage in sending rude or offensive messages. We are committed to maintaining a respectful and inclusive environment for all users of the platform, including Creators and our Brand Partners.

Compliance with FTC Guidelines on Affiliate Links

You are required to adhere to the Federal Trade Commission (FTC) guidelines concerning the disclosure of affiliate links. Whenever you share or promote affiliate links, it is your responsibility to transparently disclose the affiliate relationship to your audience. This disclosure should be clear, conspicuous, and placed near the associated claim. Non-compliance with FTC guidelines can lead to repercussions both from our platform and legal authorities.

Termination

We reserve the right, in our sole discretion, to terminate or suspend your access to and use of the platform, without prior notice, for conduct that we believe violates this agreement or is harmful to other users of the platform, us, or third parties, or for any other reason. Furthermore, we reserve the right to terminate access to our platform for any reason or no reason.

Restrictions on Promotional Methods

While using the ShopMy platform, you are expressly prohibited from engaging in specific promotional tactics. These prohibited tactics include, but are not limited to:

1. Paid Search: You may not use paid search campaigns or pay-per-click advertising to promote your association with ShopMy or its associated merchants.
2. Keyword Bidding: Bidding on keywords, phrases, or other identifiers, including brand-related terms associated with ShopMy or its merchants, for advertising purposes is not allowed.
3. Software or Browser Extensions: Developing or utilizing any software, applications, or browser extensions that interact with, alter, or are related to our platform in any manner without our explicit written consent is strictly prohibited.
4. Commissionable Discount Codes: Listing or sharing ShopMy commissionable discount codes on external discount websites, applications, or similar platforms is strictly prohibited. Intentional violation of this policy may result in immediate and permanent banning from the platform, in addition to the reversal of commissions.

Violation of these restrictions may result in immediate termination of your account and forfeiture of any earned commissions or other rewards.

Commission and Payment Terms

Responsibility for Commission Payments:

Merchants or brands (collectively referred to as "Merchants") partnering with ShopMy are solely responsible for paying commissions on sales generated by influencers or creators ("you"). As an influencer or creator using ShopMy, you will receive

payment for commissions only after ShopMy has received the corresponding commission payment from the involved Merchant. This process ensures transparency and accountability in all commission-based transactions facilitated through our platform.

Variability of Commission Rates:

Please be aware that the commission rates provided are only estimates and are subject to change. These changes can occur for various reasons, including but not limited to promotional adjustments, Merchant discretion, changes in revenue share agreements, budget constraints of brands, and alterations in fees. As a result, the rates are not guaranteed and may fluctuate. By using ShopMy, you acknowledge and accept that the actual commission rate you receive for any transaction could differ from the initially estimated rate. ShopMy is committed to providing accurate, current information but cannot be held responsible for any rate discrepancies or changes made by Merchants.

Conditions for Commission Reversal:

Merchants reserve the right to reverse or deny commissions for various reasons, which may include, but are not limited to, the following circumstances:

1. Use of specific discount codes not compatible with the affiliate program.
2. Returns, cancellations, or modifications of purchases by the end consumer.
3. Situations where purchases are tracked through another platform, resulting in a conflict or duplication in commission claims.
4. Purchases involving items that are explicitly excluded from commission eligibility.
5. Cases where a sale is deemed fraudulent, involves duplicate orders, or results in payment authorization failures.

As an influencer or creator on ShopMy, it is crucial to understand these conditions and acknowledge that commission payments are subject to the final approval and policies of the Merchants. ShopMy acts as an intermediary in facilitating these transactions and is not responsible for decisions made by Merchants regarding commission reversals or denials.

Acknowledgement of Terms:

By using ShopMy, you agree to these commission and payment terms, and understand that your earnings are dependent on the adherence to these terms by both you and the Merchants. ShopMy is committed to ensuring a fair and transparent process but is not liable for the actions or decisions made by Merchants in relation to commission payments.

Proprietary Rights

The Company reserves all rights under intellectual property law in the Company and in any content that is on the Site.

Except as the Company may expressly state in writing, you may not reproduce, reprint, publish, or otherwise exploit content or technology from Company on the Site without our express prior written consent. Rights not expressly granted herein are reserved by the Company.

Digital Millennium Copyright Act

If you believe that a third party has infringed your copyright on our Site, you may notify our Designated Agent, Christopher D. Tinsley, by email at chris@shopmyshef.us or in writing to Christopher D. Tinsley, Shop My Shelf, Inc., 12 Barr St, Worcester, MA, 01602. Please be reminded that, in order to be effective, your notice of claimed infringement must comply with the requirements of the Digital Millennium Copyright Act, which may be found at 17 U.S.C. ¶ 512(c)(3).

Changes to the Terms of Use

We may change the Terms of Use at any time. You can review the most current version of the Terms of Use by clicking on the Site's "Terms of Use" link. If you continue to use this Site after we make changes to the Terms of Use, you are signifying your acceptance of the new terms. You are responsible for checking these terms periodically for any changes.

Electronic Delivery Statement and Your Consent

You agree that we may provide to you notices and other information concerning Company or this Site electronically, including notice to any email address that you may provide.

Ownership of Content That You Supply

You represent, warrant and agree that you are the exclusive owner of any content you publish on the Site and/or that you have all rights, licenses, consents and releases necessary to make the content available on the Site. You further represent, warrant and agree that your content does not infringe, misappropriate or violate a third party's intellectual property rights, rights of publicity or privacy, or any other applicable law or regulation. If you publish any content on the Site, you grant us and our affiliate companies the non-exclusive, perpetual, worldwide, royalty-free sublicensable right and license to use, copy, display, perform, distribute, modify, adapt, abridge, exploit, and promote this content in any way and in any commercial or non-commercial medium or form without charge.

No Duty to Monitor

You agree that we are not liable for content that is provided by others. We have no duty to screen content that you, or others, may supply or post, but we have the right to refuse to post or to edit submitted content. We reserve the right to remove any content for any reason at any time.

Third Party Sites and Advertisers

Company may include on its Site links to third party web sites. You agree that we are not responsible or liable for any content or other materials on third party sites. You also agree that we are not responsible for content or claims supplied by our partners, suppliers or advertisers. We are also not responsible for any transactions or dealings between you and any third party or any advertiser. You agree that Company is not responsible for any claim or loss due to a third party site or any advertiser.

Connecting Social Accounts

By connecting your Youtube account to your ShopMy account, you are agreeing to be bound by the YouTube Terms of service as outlined here: <https://www.youtube.com/t/terms>.

Disclaimer of Warranties

We provide this Site and its contents "AS IS." We and our partners, affiliates, suppliers, merchants and influencers make no express warranties or guarantees about this Site. You understand and agree that any statements by the Company, its employees, agents, partners, affiliates, suppliers, merchants and influencers are provided for informational purposes only. TO THE EXTENT PERMITTED BY LAW, WE AND OUR PARTNERS, SUPPLIERS, MERCHANTS AND INFLUENCERS DISCLAIM IMPLIED WARRANTIES INCLUDING ANY WARRANTY THAT THE SITE IS OR WILL BE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THIS SITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, IS ERROR-FREE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION. Because some states do not permit disclaimer of implied warranties, you may have additional consumer rights under your local laws.

Limitation of Liability

You may not assert claims for money damages arising from this Site or its contents. We shall not be liable for any indirect, special, incidental, consequential or exemplary damages, even if we knew or should have known of the possibility of such damages. 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, and the liability of our company and our partners and suppliers, shall be limited to the extent permitted by law.

Indemnification

You agree to defend, indemnify, and hold harmless us and our parent and other affiliated companies, and our respective employees, contractors, officers, directors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this Site. We reserve the right, at our own expense, to assume the exclusive defense and control

of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

International Use

We make no representation that content on this Site is appropriate or available for use in locations outside the United States. If you choose to access this Site from a location outside the US, you do so on your own initiative and you are responsible for compliance with local laws.

Choice of Law and Location for Resolving Disputes

You agree that the laws of the Commonwealth of Massachusetts, USA and US federal law govern these terms of use, its subject matter, your use of the Site, and any claim or dispute that you may have against us, without regard to its conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods shall have no applicability.

You further agree that any disputes or claims that you may have against us will be resolved by a court located in the Commonwealth of Massachusetts in the city of Worcester, and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, THE STATE OR FEDERAL COURTS IN THE COMMONWEALTH OF MASSACHUSETTS OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

Binding Arbitration

You agree that any disputes or claims that you may have against us will be (except as stated below) finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA web site www.adr.org. The determination of whether a dispute is subject to arbitration shall be governed by the Federal Arbitration Act and determined by a court rather than an arbitrator. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, Company will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator will make a decision in writing, and will provide a statement of reasons if requested by a party. Except as otherwise provided in this Agreement, you and Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE THE RIGHT TO A JURY TRIAL.

Severability and Integration

This contract and any supplemental terms, policies, rules and guidelines posted on this Site constitute the entire agreement between you and us and supersede all previous written or oral agreements. If any part of the Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

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