



## Terms of Service

Last Updated: April 1, 2026

### Welcome to Easy Inventory!

The terms and conditions of this agreement (the "**Terms of Service**" or "**Terms**") govern the access and use of the Easy Inventory website, applications, and related services (collectively, the "**Services**"). The Services are owned and operated by Wala Wala, LLC dba Easy Inventory ("**Easy Inventory**," "**we**," "**us**," or "**our**"), and these terms apply to visitors and users of the Services ("**Users**," "**you**," or "**your**").

These Terms control your legal relationship with us and the rights you grant us when you use our Services. Your access to and use of the Services is conditioned on your acceptance of these Terms and compliance with any additional agreements, policies, and addenda that are incorporated into these Terms by reference.

THESE TERMS CONTAIN A MANDATORY AND BINDING INDIVIDUAL ARBITRATION CLAUSE, CLASS ACTION WAIVER, WAIVER OF RIGHT TO A JURY TRIAL, AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

**Please read these Terms carefully before purchasing or using our Services.**

### 1. Acceptance

Your access to and use of the Services is conditional on your acceptance of these Terms. By accessing and using the Services, you agree on your own behalf and on behalf of any organization, entity, or other person on whose behalf you may act, to accept and abide by these Terms for each and every use of the Services. Please do not access or use the Services if you do not agree with these Terms of Service.

By agreeing to these Terms of Service, you also agree to the terms of our Privacy Policy available at <https://easyinventory.store/privacy>, which is incorporated by reference.

### 2. Updates to these Terms

We reserve the right to modify these Terms at any time by posting an updated version on our website at [easyinventory.store/terms](https://easyinventory.store/terms). We may also provide registered Users with an email notice of material changes. You are responsible for regularly reviewing these Terms and maintaining an accurate and current email address on file so we may notify you of any changes. Your continued use of the Services after the effective date of a change constitutes your acceptance of the updated Terms. If any modification is unacceptable to you, you must cease using the Services. If you have any questions about these Terms, contact us at [support@easyinventory.store](mailto:support@easyinventory.store).

### 3. Eligibility

You must be 18 or older to use our Services. The Services are not targeted at or intended for children under 18, and individuals under 18 are not permitted to use the Services. By accessing or using the Services, you represent and warrant that you are at least 18 years of age.

The Services may not be available to users who have previously been removed from the Services by us. The Services are intended for use in jurisdictions where they may be legally offered. We do not represent or warrant that the Services are appropriate or available for use in all geographic locations. Access to or use of the Services may be restricted or limited in certain jurisdictions, and you are responsible for ensuring that your use of the Services complies with all laws applicable to you.

### 4. Our Services

The Services provide access to one or more software applications, tools, and related features that support business operations, data tracking, and analytics related to Etsy® store operations. The Services are designed to collect, process, and present various data points and performance indicators related to your business operations (collectively, "**Inventory Metrics**"). These Inventory Metrics include the ability to:

- Track shipments, including monitoring status and comparing actual shipping costs against amounts charged
- Manage inventory across its lifecycle, from purchase through sale, including item location and status
- Analyze sales performance, including revenue, costs, and platform fees
- Generate reports with profit summaries, itemized breakdowns, and aggregated totals
- Monitor activity through dashboards that display key metrics, trends, and operational insights
- Review marketplace listings, including estimated margins, listing duration, and performance indicators

## 5. **Subscription**

Access to certain features and functions of the Services is provided through a hosted, subscription-based platform ("**Subscription**"). Each Subscription will continue for the period specified at the time of purchase ("**Subscription Term**") and will automatically renew for successive Subscription Terms unless canceled before the end of the then-current Subscription Term. You agree to pay all fees associated with your Subscription ("**Subscription Fees**") according to the pricing and billing terms presented at the time of purchase.

## 6. **Services Disclaimers**

By using the Services, you understand and agree as follows:

- **Data Accuracy:** Inventory Metrics rely on data obtained from Third-Party Services, including Etsy® APIs, as well as data you provide. Such data may be delayed, incomplete, or inaccurate.
- **Calculation:** Any Inventory Metrics, including shipping costs, fees, margins, and profit estimates, are based on available data and assumptions and may not reflect actual results.
- **Reporting:** Inventory Metrics, reports, analytics, and summaries are for informational purposes only and may not reflect actual financial performance.
- **No Reliance:** Inventory Metrics are provided for informational and operational purposes only. You are responsible for verifying all Inventory Metrics before relying on them for any business, financial, accounting, or tax decisions.
- **No Guarantee:** We do not guarantee the accuracy, completeness, or reliability of any Inventory Metrics.
- **Data Synchronization:** Inventory Metrics may depend on data synchronization with Third-Party Services, which may not occur in real time and may be subject to delays, interruptions, or failures outside of our control.
- **Third-Party Services Dependency:** Inventory Metrics depend on Third-Party Services (defined below), including Etsy® and related APIs, to function properly. We do not control and are not responsible for the availability, performance, accuracy, or continued operation of any Third-Party Services. Any interruption, change, or discontinuation of such Third-Party Services may impact the functionality of the Services.

## 7. **Access to the Services**

*Summary: You must create an account, provide accurate information, and keep your login credentials secure.*

You may access and use the Services only if you register and maintain an active account. When creating an account, you agree to provide accurate, current, and complete information and to keep that information updated. You may not provide false, misleading, or incomplete information. You may not select or use a username or account name that impersonates another person or entity, uses a name or trademark subject to the rights of another person or entity without authorization, or that is offensive, vulgar, or otherwise inappropriate. You may update your account information at any time by logging into your account settings.

You are responsible for establishing and maintaining the confidentiality of your login credentials, including your username and password (collectively, "**Credentials**"). You agree not to share your Credentials with any third party or allow any other person to access your account using your Credentials other than Authorized Users. You will promptly notify us of any unauthorized access to or use of your account. You are responsible for all activities that occur under your account, whether authorized by you or not.

## 8. **Updates to the Services**

*Summary: We may update, modify, or discontinue features of the Services at any time, including due to changes in third-party integrations.*

We may, at any time and without prior notice, amend, modify, suspend, or discontinue all or any part of the Services, or impose limits on certain features or functionality. We will use commercially reasonable efforts to provide notice on our website before discontinuing all or any feature or function of the Services.

We may provide revisions, bug fixes, patches, and other updates intended to improve or correct errors in the Services at no additional cost. You acknowledge that all updates and upgrades are provided at our discretion, and we are not obligated to provide any updates, enhancements, or new features.

## **9. Services Availability**

*Summary: We aim to keep the Services available at all times, but they may be unavailable due to maintenance or factors outside our control.*

The Services are designed to be available 24x7. However, the Services may be unavailable from time to time due to scheduled maintenance, updates, or factors outside our control. We will use commercially reasonable efforts to schedule planned maintenance during off-peak hours and to provide reasonable advance notice of any scheduled downtime. While we will use reasonable efforts to minimize any disruption to availability or performance, we do not guarantee that the Services will be available at all times or without interruption.

You further acknowledge that the Services depend on Third-Party Services, including Etsy® APIs, and that updates may be required to maintain compatibility with such Third-Party Services. Changes to Third-Party Services, including updates, limitations, or discontinuation of APIs or features, may require us to modify, suspend, or remove functionality within the Services. Such changes may affect the availability, accuracy, or functionality of certain features, including access to data, reporting, or integrations. We are not responsible for maintaining compatibility with any Third-Party Services and do not guarantee the continued availability of any specific features or functionality that depend on such services.

## **10. Usage Limits**

*Summary: Your use of the Services may be subject to limits, and exceeding those limits may result in restricted access or required upgrades.*

Your use of the Services may be subject to certain limits, including limits on data usage, API calls, features, or other system resources. Such limits may be specified at the time of purchase, included in your Subscription plan, or otherwise communicated to you by us from time to time. We may modify or impose additional usage limits at any time in our discretion, including to maintain the performance, integrity, or security of the Services. Where reasonably practicable, we will provide advance notice of material changes to usage limits.

If you exceed applicable usage limits, we may, without liability, restrict, suspend, or limit your access to the affected portions of the Services until usage is reduced or an appropriate plan upgrade or adjustment is made.

## **11. Authorized Users**

You may permit your employees, contractors, or other third parties acting on your behalf to access and use the Services through your account (each, an "**Authorized User**"). Authorized Users must be individuals acting on your behalf in connection with your use of the Services and may not include individuals using the Services to develop or provide competing services.

You are responsible for all access to and use of the Services by your Authorized Users, including ensuring that their use complies with these Terms. Any act or omission by an Authorized User will be deemed an act or omission by you. You are solely responsible for assigning and managing access rights, roles, and permissions for your Authorized Users. We are not responsible for any unauthorized access to or use of your account resulting from your failure to properly manage access or safeguard Credentials. We are not liable for any access to, alteration of, deletion of, or misuse of Customer Data (defined below) by any Authorized User or any other person who gains access to the Services or Customer Data through your account.

## **12. User Responsibilities**

*Summary: You are responsible for your data, how you use the Services, and any decisions you make based on the information provided.*

As a condition to accessing and using the Services, you agree to the following responsibilities:

- You are responsible for the accuracy, quality, integrity, and legality of your Customer Data (defined below), including how you collect and provide such data to the Services.
- You will use the Services in accordance with these Terms, any incorporated agreements or policies, and all applicable laws and regulations, including those relating to intellectual property, privacy, data protection, and nondiscrimination.
- You will not use the Services in any manner that harms or violates the rights of any person or entity.
- You are responsible for maintaining appropriate administrative, technical, and organizational measures to protect your account and Customer Data, including using commercially reasonable efforts to prevent unauthorized access to or use of the Services.
- You are responsible for complying with all laws applicable to your collection, use, storage, and disclosure of Customer Data, including responding to any requests from your customers relating to their data.
- You are responsible for all access to and use of the Services through your account, whether authorized by you or not.
- You are solely responsible for reviewing, verifying, and determining the accuracy and appropriateness of any Inventory Metrics, including any data, reports, calculations, or outputs generated by or made available through the Services, and for any decisions or actions you take based on such Inventory Metrics. You assume all risk arising from your reliance on Inventory Metrics.

### 13. Restrictions

You agree not to use the Services in any manner that:

- Involves or facilitates the sale, offering, or promotion of illegal goods or services, or otherwise supports, facilitates, or enables activities that violate applicable laws or regulations, whether on Etsy® or any other platform, including, without limitation, the sale or distribution of counterfeit goods, goods that infringe intellectual property rights, goods subject to export or trade restrictions, or products that you do not have the legal right or authorization to sell;
- Violates any applicable law or regulation, or infringes, misappropriates, or otherwise violates any intellectual property or other rights of any person or entity;
- Involves reproducing, duplicating, copying, selling, renting, leasing, reselling, or otherwise exploiting any portion of the Services without our express written consent;
- Involves sharing or disclosing nonpublic features of the Services or any content made available through the Services, except as permitted by us;
- Involves modifying, creating derivative works of, reverse engineering, decompiling, or otherwise attempting to derive the source code of the Services;
- Involves accessing or using the Services to build or support a competitive product or service;
- Involves impersonating any person or entity or misrepresenting your affiliation with any person or entity;
- Involves removing, altering, or obscuring any copyright, watermark, attribution, or other proprietary notices;
- Involves uploading, transmitting, or distributing any material that contains viruses or other harmful code, or that is designed to disrupt or interfere with the Services or any related systems;
- Interferes with or disrupts the integrity, security, or performance of the Services or any related systems, including by accessing or attempting to access non-public areas of the Services without authorization;
- Interferes with any other user's access to or use of the Services;
- Uses any robot, spider, scraper, or other automated means to access the Services without our prior written permission, including for the purpose of extracting data or training models;
- Uses the Services to provide service bureau, time-sharing, or similar services to third parties; or
- Involves framing or linking to the Services in a manner not authorized by us.

### 14. Subscription Fees

*Summary: You agree to pay recurring subscription fees, which are non-refundable and automatically renew unless you cancel.*

You agree to pay all Subscription Fees associated with your Subscription according to the pricing and billing terms presented at the time of purchase. Subscription Fees are non-cancellable and non-refundable once paid, and no refunds will be provided if you cancel your Subscription before the end of the applicable Subscription Term. We may update Subscription Fees from time to time. Any changes will apply beginning with the next renewal Subscription Term, and we will use reasonable efforts to provide advance notice of such changes.

BY PURCHASING A SUBSCRIPTION, YOU AUTHORIZE US TO CHARGE YOUR SELECTED PAYMENT METHOD ON A RECURRING BASIS FOR THE SUBSCRIPTION FEES DURING THE SUBSCRIPTION TERM AND ANY RENEWAL SUBSCRIPTION TERM, UNLESS YOU CANCEL BEFORE THE END OF THE THEN-CURRENT SUBSCRIPTION TERM.

## 15. Payment Processor

All payments are processed through a third-party payment processor, such as Stripe ("**Payment Processor**"). We do not access or store your financial information, including credit card or bank account details. By making a payment, you agree to the applicable terms and policies of the Payment Processor. We are not responsible for any errors, delays, or issues caused by the Payment Processor, including any failure to complete a transaction or any dispute between you and the Payment Processor.

## 16. Late or Unpaid Subscription Fees

If Subscription Fees are not received when due, we may suspend access to the Services until all outstanding amounts are paid. We are not liable for any loss or damage arising from such suspension. If any payment is declined, reversed, or fails for any reason, including insufficient funds or chargebacks, you remain responsible for the full amount of the Subscription Fees, and we may suspend your access to the Services until payment is successfully completed. If you initiate a chargeback or payment dispute without a valid basis, we may recover the disputed amount and any associated fees, costs, or expenses incurred by us, including payment processor fees, chargeback fees, and reasonable collection costs. You agree to keep your payment method current, valid, and capable of accepting charges. Failure to do so may result in interruption or termination of your access to the Services.

## 17. Taxes

Unless otherwise stated, Subscription Fees do not include any applicable taxes, duties, or similar governmental assessments ("**Taxes**"). You are responsible for paying all Taxes associated with your purchase of the Services, excluding taxes based on our income. If we are required to collect or remit Taxes on your behalf, we may charge you for such Taxes in addition to the Subscription Fees. If any withholding or deduction for Taxes is required by law, you agree to pay such additional amounts upon invoice so that we receive the full amount of the Subscription Fees as if no such withholding or deduction had been required.

## 18. Free Services and Free Trials

We may offer the Services, or certain features of the Services, at no charge, including on a trial or promotional basis (collectively, "**Free Services**"). We may modify, limit, or discontinue Free Services at any time without notice and without liability. Free Services are provided on an as-is and as-available basis, without any warranties of any kind, and we have no obligation to provide support, maintenance, or service levels for Free Services.

If you are using the Services during a free trial, your access may automatically convert to a paid Subscription at the end of the trial period unless you cancel before then, if such automatic conversion is disclosed at the time of signup. By accessing Free Services, you authorize us to charge your payment method for the applicable Subscription Fees upon the expiration of the free trial.

We may delete, modify, or restrict access to Customer Data associated with Free Services at any time, in our sole discretion. We have no obligation to provide support, maintenance, or availability for such Free Services. If you cancel your account or do not convert to a paid Subscription, your Customer Data may be permanently deleted without notice. We are not responsible for retaining, storing, or restoring any Customer Data associated with Free Services, and you are solely responsible for exporting or backing up any such data prior to cancellation or termination.

## 19. Beta Services

We may make certain features or functionality of the Services available on a limited, trial, or pre-release basis for evaluation purposes ("**Beta Services**"). Beta Services are optional and may be subject to additional terms provided at the time of access. We may modify, suspend, or discontinue Beta Services at any time. Beta Services may be incomplete, may not function as intended, and may be substantially modified or discontinued at any time. We do not guarantee that Beta Services will become generally available. Beta Services are provided on an as-is and as-available basis, without any warranties of any kind. To the maximum extent permitted by law, we are not liable for any damages arising from or related to your use of Beta Services.

## 20. Customer Data

*Summary: You own your data, and we use it only to provide and improve the Services, not for advertising.*

"**Customer Data**" means any data, content, or information submitted to, stored in, or made available through the Services by or on your behalf, including data obtained from Third-Party Services and any data used to generate or reflected in Inventory Metrics. We do not use Customer Data for advertising or marketing purposes, including targeting advertisements to you or your customers. We will not sell Customer Data or share Customer Data with third parties for their advertising purposes.

You grant us a non-exclusive, worldwide, royalty-free, sublicensable license to access, use, process, store, reproduce, and display Customer Data as necessary to provide, maintain, and improve the Services, including for support, troubleshooting, and security purposes.

You represent and warrant that you have all rights, consents, and permissions necessary to provide Customer Data to us and to grant the rights described in these Terms, and that your Customer Data and our use of it as permitted under these Terms will not violate any applicable law or the rights of any third party.

## **21. Service Data**

*Summary: We may collect and use anonymized data about how the Services are used to improve our product.*

We may collect and generate data relating to your use of the Services, including usage data, system interactions, and performance metrics ("**Service Data**"). Service Data does not include Customer Data or Personal Information (defined in our Privacy Policy). Service Data is owned by us, and we may use Service Data for any lawful purpose, including to operate, analyze, improve, and market the Services, provided that we do not identify you or your customers in a manner that is reasonably identifiable, except as permitted under these Terms or our Privacy Policy.

## **22. Data Protection**

We will maintain commercially reasonable administrative, technical, and organizational measures designed to protect Customer Data. You acknowledge that no system is completely secure and that the transmission and storage of data involves inherent risks. You assume all risks associated with your use of the Services, including any unauthorized access to or disclosure of Customer Data.

You are responsible for maintaining appropriate safeguards for your account and Customer Data, including controlling access, managing permissions, and maintaining backups. We are not responsible for any loss, alteration, or unauthorized access to Customer Data resulting from your actions, your Authorized Users, Third-Party Services, or circumstances outside our reasonable control.

## **23. Data Hosting**

*Summary: Your data may be stored and processed in the United States and other locations.*

Unless otherwise agreed in writing, Customer Data and Personal Information will be processed and stored in the United States. You acknowledge that Customer Data may be accessed and processed by our personnel or service providers in locations outside your jurisdiction. By using the Services, you consent to such access, processing, and transfer. You are responsible for ensuring that your use of the Services complies with all applicable data protection laws. We may limit the availability of the Services in any jurisdiction at any time.

## **24. Confidentiality**

"**Confidential Information**" means any nonpublic information disclosed by one party to the other that is identified as confidential or that reasonably should be understood to be confidential, including Customer Data and information about the Services. Confidential Information does not include information that: (i) is or becomes publicly available without breach of these Terms; (ii) was already known to the receiving party without restriction; (iii) is received from a third party without breach of any obligation; or (iv) is independently developed without use of the other party's Confidential Information.

Each party will protect the other party's Confidential Information using reasonable care, and will use it only as necessary to perform under these Terms and will not disclose such Confidential Information to any third party except to its employees, contractors, or service providers who have a need to know and are bound by confidentiality obligations. A party may disclose Confidential Information if required by law or legal process, provided that it gives reasonable notice to the other party, unless legally prohibited from doing so.

## **25. User Privacy**

We will collect, process, and store Personal Information obtained from your use of the Services in accordance with our Privacy Policy, available at <https://easyinventory.store/privacy>, which describes how we collect, use, store, and disclose Personal Information (as defined in our Privacy Policy) and other data. By using the Services, you acknowledge and agree to our collection, use, and disclosure of your information as described in the Privacy Policy.

We may disclose your Customer Data, Personal Information, and account activity if we determine that such disclosure is necessary to: (i) comply with applicable law, regulation, or legal process; (ii) enforce these Terms; or (iii) protect our rights, property, or safety, or that of our users or others.

**We encourage you to read our Privacy Policy before you use the Services.**

## **26. Third-Party Services**

The Services may integrate with or provide access to third-party applications, software, or services, including Etsy® (collectively, "**Third-Party Services**"). You acknowledge that the Services depend on Third-Party Services, including Application Programming Interfaces (APIs), to function properly. We do not control and are not responsible for the availability, performance, or functionality of any Third-Party Services or their respective APIs. Third-Party Services may change, be limited, or be discontinued at any time, and such changes may affect the Services, including the availability, accuracy, or functionality of certain features.

We are not responsible for any errors, inaccuracies, or omissions in data provided by or through Third-Party Services, or for any decisions you make based on such data. Your use of Third-Party Services is governed by your agreements with the applicable third-party providers. You are solely responsible for complying with those agreements, including payment of any applicable fees. We are not responsible for any access to, disclosure of, modification of, or deletion of Customer Data resulting from Third-Party Services or your use of them.

## **27. Cancellation by You**

You may cancel your Subscription at any time by following the cancellation process within your account settings or by contacting us. Your cancellation will take effect at the end of the then-current Subscription Term. You will continue to have access to the Services until the end of that Subscription Term. All Subscription Fees are non-refundable, and no refunds or credits will be provided for any unused portion of a Subscription Term.

## **28. Suspension and Termination**

We may suspend or terminate your access to the Services at any time upon reasonable notice if you violate these Terms, fail to pay Subscription Fees when due, or if we reasonably determine that your use of the Services may harm the Services, other users, or any third party. We may suspend or restrict your access to the Services immediately if we reasonably determine that your use of the Services: (i) poses a security risk; (ii) may harm the Services or other users; or (iii) involves misuse, abuse, or excessive use of the Services.

Upon suspension or termination, your right to access and use the Services will immediately stop. We may delete or disable access to your Customer Data, and we are not responsible for retaining or restoring such data, except as required by applicable law. We may retain certain information, including Customer Data and Personal Information, as necessary to comply with applicable law, enforce these Terms, resolve disputes, or maintain records of transactions.

## **29. Proprietary Rights**

*Summary: We own the Services and grant you a limited right to use them.*

We retain all rights, title, and interest in and to the Services, including all software, technology, content, and trademarks associated with the Services (collectively, "**Easy Inventory IP**"). Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services for your internal business purposes. Except as expressly permitted under these Terms, you may not copy, modify, distribute, sell, license, reverse engineer, or otherwise use or exploit any Easy Inventory IP. You acknowledge that unauthorized use of the Easy Inventory IP may cause harm that is difficult to measure, and we may seek appropriate equitable relief in addition to any other remedies available.

## **30. Promotional Rights**

By purchasing the Services or by uploading or otherwise providing your business name and/or logo to us, you agree that we may reference you in our customer listings and may place your business name and logo on our website and marketing materials relating to our products and services, as well as in any press releases or customer "case studies" and the like. You may reasonably request the removal of any such usage of your company's trademark/logo upon written notice via email to support@easyinventory.store.

### **31. Feedback**

You may provide us with suggestions, comments, or other feedback regarding the Services ("**Feedback**"). By providing Feedback, you grant us a worldwide, perpetual, irrevocable, royalty-free, fully paid, sublicensable license to use, reproduce, modify, distribute, display, and otherwise exploit the Feedback for any purpose, including improving and developing the Services, without restriction. Feedback is provided voluntarily, and we are not obligated to use or implement any Feedback.

### **32. Disclaimer of Warranties**

*Summary: The Services are provided "as is," and we do not guarantee performance, accuracy, or results.*

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS, AND YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ACCURACY. WE DO NOT GUARANTEE THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT ANY DEFECTS WILL BE CORRECTED. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INVENTORY METRICS. ANY INFORMATION OR CONTENT MADE AVAILABLE THROUGH THE SERVICES IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO CONSTITUTE ACCOUNTING, TAX, FINANCIAL, OR LEGAL ADVICE.

### **33. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES INCLUDING OUR OWN NEGLIGENCE, WILL WE OR OUR OFFICERS, EMPLOYEES, AFFILIATES, DIRECTORS, AGENTS, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, TRANSMITTING, OR DISTRIBUTING THE SERVICES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, CUSTOMER DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS. THIS LIMITATION APPLIES TO, WITHOUT LIMITATION: (I) THE USE OR INABILITY TO USE THE SERVICES; (II) ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF ANY ELECTRONIC MESSAGES YOU SEND US; (III) STATEMENTS OR CONDUCT OF ANY OTHER USERS OR THIRD PARTIES, WHETHER ONLINE OR OFFLINE; (IV) ANY DAMAGES (INCLUDING PERSONAL INJURY) YOU SUFFER AS A RESULT OF YOUR PURCHASE OF THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO YOUR USE OF THE SERVICES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO US IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ANY CLAIM ARISING UNDER THESE TERMS MUST BE BROUGHT WITHIN 12 MONTHS AFTER THE EVENTS GIVING RISE TO THE CAUSE OF ACTION ARE DISCOVERED, OTHERWISE YOU RELEASE US FROM ANY SUCH CLAIM.**

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **34. Indemnification**

*Summary: You agree to reimburse us if your use of the Services gives rise to legal claims against us.*

You agree to indemnify, defend, and hold harmless us and our officers, directors, employees, and agents from and against any third-party claims, demands, suits, or proceedings, and any related damages, losses, liabilities, and expenses (including reasonable attorneys' fees), arising out of or relating to: (i) your use of the Services; (ii) your violation of these Terms; (iii) your violation of any applicable law; or (iv) your violation of any rights of a third party. We may participate in the defense of any such claim at our own expense, and you will not settle any claim in a manner that imposes any liability or obligation on us without our prior written consent.

### **35. Intellectual Property Indemnification**

*Summary: We will defend you if our Services infringe someone else's intellectual property, subject to certain conditions.*

We will indemnify and defend you against any third-party claim that the Services, as provided by us, infringe any intellectual property rights of a third party, and will pay any damages finally awarded or agreed to in settlement of such claim, provided that you promptly notify us of the claim, allow us to control the defense and settlement of the claim; and provide reasonable cooperation at our expense.

This indemnity does not apply to claims arising from: (i) your use of the Services in violation of these Terms; or (ii) any combination of the Services with Third-Party Services or other products not provided by us.

If the Services become, or in our opinion are likely to become, the subject of an infringement claim, we may, at our option: (a) obtain the right for you to continue using the Services; (b) modify the Services so they are no longer infringing; or (c) terminate your access to the affected Services and refund any prepaid Subscription Fees for the unused portion of the applicable Subscription Term. This section states our sole liability, and your exclusive remedy, for any claim of intellectual property infringement related to the Services.

### **36. Release**

To the extent permitted by applicable law, if a dispute arises between you and any third party in connection with your use of the Services or any Third-Party Services, including disputes relating to data, transactions, or interactions with third parties, you agree to release us and our affiliates, officers, employees, and agents from any claims, demands, or damages arising out of or relating to such dispute.

If you are a California resident, you waive California Civil Code §1542, which provides that:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor.**

### **37. Dispute Resolution**

*Summary: Disputes must first be handled informally, then resolved through arbitration instead of court.*

If you have a dispute with us, you agree to first contact us at support@easyinventory.store and attempt to resolve the dispute informally for at least 30 days before initiating any legal proceeding. If the dispute is not resolved informally, you and we agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Services, including their breach, termination, enforcement, interpretation, or validity, will be resolved exclusively through binding arbitration.

The arbitration will be conducted by a single arbitrator through the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration will take place in San Diego, California, unless you and we agree otherwise. Each party will be responsible for its own fees and costs, except as otherwise provided under applicable law or the AAA rules. The arbitrator may award any relief available under applicable law, and any judgment on the arbitration award may be entered in any court of competent jurisdiction. Nothing in this section prevents either party from seeking injunctive relief in court for misuse of intellectual property. This arbitration provision is governed by the Federal Arbitration Act.

### **38. No Class Action; No Jury Trial**

To the maximum extent permitted by applicable law, all claims must be brought in the parties' individual capacities, and not as a plaintiff or class member in any purported class, collective, representative, or private attorney general proceeding. Unless we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not preside over any form of class, collective, or representative proceeding.

YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

### **39. Governing Law**

These Terms are governed by the laws of the State of California, without regard to its conflict of laws principles. Any dispute that is not subject to arbitration or eligible for small claims court will be resolved exclusively in the state or federal courts located in San Diego, California, and you and we consent to the personal jurisdiction of those courts.

### **40. Entire Agreement**

These Terms, together with any documents incorporated by reference, constitute the entire agreement between you and us regarding your use of the Services and supersede all prior or contemporaneous agreements or understandings.

#### **41. Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision will be limited or modified to the minimum extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

#### **42. Survival**

The provisions of these Terms that, by their nature, should survive termination will survive, including those relating to payment obligations, intellectual property, Customer Data, disclaimers, limitations of liability, indemnification, and dispute resolution.

#### **43. Assignment**

You may not assign or transfer these Terms, in whole or in part, without our prior written consent, except in connection with a merger, acquisition, or sale of all or substantially all of your assets, or to an affiliate, provided that the assignee agrees to be bound by these Terms. We may assign or transfer these Terms without restriction. These Terms are binding on and will benefit the parties and their respective successors and permitted assigns.

#### **44. Force Majeure**

We are not responsible for any delay or failure to perform resulting from causes outside our reasonable control, including failures of Third-Party Services, internet or infrastructure failures, natural disasters, labor disputes, acts of government, or other events beyond our reasonable control.

#### **45. No Waiver**

Our failure to enforce any provision of these Terms will not be deemed a waiver of that provision or any other provision. Any waiver must be in writing and will apply only to the specific instance for which it is given.

#### **46. Summaries and Headings**

Section summaries and headings are for convenience only and do not affect the interpretation of these Terms.

#### **47. Notices; Electronic Communication**

By providing your email address, you consent to receive communications from us electronically, including notices, disclosures, and other information related to the Services. You agree that such communications satisfy any legal requirement that communications be in writing. If you would like a physical mailing address for Easy Inventory, email us at [support@easyinventory.store](mailto:support@easyinventory.store), and we will provide one.

#### **Contact**

For questions regarding these Terms of Service, contact us at [support@easyinventory.store](mailto:support@easyinventory.store).