



TERMS & CONDITIONS

These T&Cs are entered into between CODEBEANS PRIVATE LIMITED, (trading as "**Shopy Image Upload**") a limited liability company incorporated in India (CIN U72900RJ2022PTC083598), whose registered office is Shanti Nagar, Durgapura, Jaipur, Rajasthan, 302018, India ("**Shopy Image Upload**", "**We**", "**Our**," or "**Us**"); and the entity or person who agrees to these T&Cs (the "**Customer**", "**you**" or "**your**").

Shopy Image Upload licenses the Licensed Products subject to the terms and conditions outlined in these T&Cs. By clicking "I agree," you confirm your acceptance of these T&Cs and any additional terms applicable to the Licensed Products. Your use of the Licensed Products is strictly conditional on this acceptance.

If you are using the Licensed Products on behalf of an organization, you represent and warrant that you are duly authorized to enter into these T&Cs on its behalf. If you lack this authority or do not agree to all the terms, you may not use the Licensed Products.

You must be at least 18 years old and legally capable of entering into binding contracts under applicable law to use the Licensed Products.

You also acknowledge that any consulting or professional development services provided by Shopy Image Upload will be governed by these T&Cs, along with any additional terms communicated to you in connection with those services.

TERMS:

The parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, terms with an initial capital letter shall be defined as follows:

"Account" refers to the Client's account established upon entering into the Agreement, granting access to the Service.

"Agreement" refers to the contract formed by these Terms of Service, the Subscribed Plan, the Privacy Policy, any subsequent amendments thereto, and any separate agreement between CODEBEANS PRIVATE LIMITED and the Client for the provision of the Service.

"Client" means the individual or legal entity, professional only, with whom CODEBEANS PRIVATE LIMITED entered this Agreement and whose name and address appear on the Account. The Client and CODEBEANS PRIVATE LIMITED are hereinafter collectively referred to as the "Parties" or individually as a "Party".

"Personal Data" refers to any information that identifies or can be used to identify a natural person, either directly or indirectly.

"Content" means some data, whether individual or not, belonging to the client's Shopify store, Shopify sends to the Shopy Image Upload solution, or collected through the store's website.

"Documentation" means all documents that may be viewed, printed, sent, and/or downloaded in electronic form from the website <https://shopyimageupload.shopylyst.com/>, including the knowledge base <https://shopyimageupload.shopylyst.com/>, and describing the functionalities of the Service and the Shopy Image Upload Solution.

"Service" refers to the access provided by CODEBEANS PRIVATE LIMITED to the Shopy Image Upload



Solution and the Client's use of the Shopify Image Upload Solution in SaaS mode, whether via the website <https://shopyimageupload.shopify.com/> or the Shopify Image Upload application, by the terms and conditions of the Agreement.

"Subscribed Plan" refers to the fee-based plan selected by the Client for a fixed monthly period, as reflected in the Account and subject to potential modifications. The Service is offered through distinct plans, with functionalities detailed on the website '<https://shopyimageupload.shopify.com/>' or through customized offers.

"Licensed Data" means third-party licensed data and including but not limited to postal, census, geographic, demographic, and other data, including customer-provided data accessed by you under the terms of these T&Cs.

"Licensed Products" mean the Licensed Data, the Web Service, and any Shopify Image Upload web service or third-party web service utilised in the provision of Services.

"Output" means a successful single search, click, check, or any other means of obtaining output material from the Licensed Products by the Subscription Form.

"Subscription Form" means an order page or user interface under which you agree to procure the use of the Licensed Products, which has been accepted by Shopify Image Upload.

"Term" means the Initial Term and every Renewal Term.

"T&Cs" means these T&Cs, including their recitals and schedules, and any other documents referred to herein.

"Permitted User" means an individual user whom you make the Licensed Products available and may include, but is not limited to, your employees, consultants, external users, contractors, or customers.

"Web Service" means the services hosted by Shopify Image Upload and provided to you via an Application Programming Interface ("**API**").

Interpretation. In these T&Cs:

1. Unless the context otherwise requires, reference to a recital, article, paragraph, provision, clause or schedule is to a recital, article, paragraph, provision, clause or schedule of or to these T&Cs.
2. The headings in these T&Cs are inserted for convenience only and do not affect their construction.
3. The expressions "include", "includes", "including", "in particular", and similar expressions shall be construed without limitation.

2. LICENCE

2.1 Grant of Licence

Subject to your payment of the Fees and compliance with these Terms and Conditions ("T&Cs"), Shopify Image Upload grants you a limited, non-exclusive, non-transferable, and non-sublicensable licence to access and use the Licensed Products during the Term. Access will be provided via a URL specified by Shopify Image Upload (which may be updated from time to time), and use is restricted to your internal business purposes only, as defined in these T&Cs ("Authorised Purpose").

All rights not expressly granted to you are reserved by Shopify Image Upload and its licensors or suppliers, including all rights to the Licensed Products, underlying technology, and all associated intellectual property and proprietary rights. You will not receive direct access to any server hardware, operating systems, database management systems, or other system resources.



Shopy Image Upload reserves the right to terminate your access to the Licensed Products at its sole discretion if it determines that you have exceeded your authorised access or violated these T&Cs or the terms of any applicable schedule or statement of work.

2.2 Permitted Users

You must ensure that all Permitted Users use the Licensed Products under these Terms and Conditions, all applicable laws, and the Acceptable Use Policy.

2.3 Term

Unless otherwise specified in the Subscription Form, the Licensed Products are provided on a subscription basis. The initial term of the license (the "Initial Term") will begin on the Commencement Date and continue for the fixed period set out in the Subscription Form. After the Initial Term, the subscription will automatically renew for successive periods equal in length to the previous term (each a "Renewal Term"), at Shopy Image Upload's then-current rates and terms, unless you cancel your subscription via the account centre before the end of the current term.

2.4 Free Trial

Shopy Image Upload may offer you access to the Licensed Products at no cost on a trial basis ("Free Trial"). The Free Trial is available once per customer and includes a limited amount of free credit ("Free Credit") to ensure a positive Balance. For instance, you may receive 150 credits upon registration, though the Free Credit amount is at Shopy Image Upload's sole discretion and may change over time.

The Free Trial starts when you sign up and ends either when all Free Credit has been used or after 14 days—whichever comes first ("Free Trial Period"). Free Credit must be used during the Free Trial Period, is non-transferable, and expires at the end of the period.

Use of the Licensed Products during the Free Trial is subject to these Terms and Conditions. You acknowledge that access and functionality may be limited during the Free Trial, and Shopy Image Upload is not liable for any limitations or loss during this period. Upon the Free Trial's end, standard rates and terms, as outlined in clause 2.3, will apply.

2.5 Balance

To use the Licensed Products, you must maintain a positive balance ("Balance"), which may be in the form of credits or monetary value. A credit is deducted for each Output.

- **Annual subscriptions:** Balance expires 12 months after purchase.
- **Monthly subscriptions:** Balance expires 1 month after purchase.

Unused Balance does not roll over and is non-redeemable or refundable at the end of the Initial Term or any Renewal Term. During the Free Trial Period, you are granted a limited Balance, which expires at the end of the Free Trial and will not carry over to a paid subscription.

2.6 Scope of Use

You may only use the Licensed Products to process your data for standard business purposes. Any other use requires prior written consent from Shopy Image Upload and may incur additional fees.

Under clause 2.1, the licence is subject to these restrictions:

- Do not copy, reproduce, modify, adapt, or interfere with the Licensed Products.



- Do not decompile, reverse engineer, decode, or disassemble the Licensed Products, except as permitted by law.
- Do not remove or alter copyright notices or proprietary identifiers.
- Do not use the Licensed Products for unauthorized purposes without written consent.
- Do not attempt to access or list source code beyond what is provided.
- Report any unauthorized use of the Licensed Products to Shopy Image Upload immediately.

2.7 No Sub-licensing

You may not sublicense or assign any rights to the Licensed Products or subject them to any third-party claims without prior written approval from Shopy Image Upload.

2.8 Third-Party Licences

Some Licensed Products or Services may include third-party data. You may be required to enter a separate agreement ("Third Party Licence") with the data provider.

- You must enter this agreement before or during the installation of the third-party data.
- Shopy Image Upload bears no responsibility under clause 7 for third-party data covered by a Third Party Licence.
- If there is any conflict between a Third Party Licence and these T&Cs, these T&Cs shall prevail.

Failure to comply with any Third Party Licence constitutes a material breach of these T&Cs.

2.8 Your Obligations

You are responsible for:

- Maintaining your own systems, software, and data backups.
- Ensuring that only trained and authorized personnel use the Licensed Products.
- Notifying Shopy Image Upload promptly of any unauthorized access or misuse.

You agree to comply with all applicable laws, including those concerning data protection, privacy, and communications. Notify Shopy Image Upload if you become aware of:

- Unauthorized or unlawful use of the Licensed Products.



- Attempts to reverse engineer, distribute, or commercially exploit the Licensed Products.
- Any interference with the Licensed Products or related infrastructure.

You must implement and maintain appropriate security measures to protect the Licensed Products from unauthorized access.

2.9 Acceptable Use Policy

Your use of the Licensed Products is also subject to Shopify Image Upload's Acceptable Use Policy, as outlined in clause 12.

3. SERVICES

3.1 Provision of Services. Subject to payment of the applicable fees, Shopify Image Upload will provide you with the Services under these Terms and Conditions (T&Cs), the relevant Subscription Form(s), and any applicable Documentation.

3.2 Additional Services. During the term of the agreement, Shopify Image Upload may, at its discretion, offer additional services ("Additional Services"). These T&Cs will also apply to any such Additional Services. Termination of these T&Cs will automatically end the provision of any Additional Services.

3.3 Service Changes. You acknowledge that the features and functionality of the Services may evolve. Shopify Image Upload will use commercially reasonable efforts to avoid any material reduction in the overall functionality of the Services. If a material change is planned, Shopify Image Upload will provide at least thirty (30) days' advance notice ("Change Notice"). If you do not accept the changes, you may terminate these T&Cs by giving written notice within ten (10) days of receiving the Change Notice. Termination will take effect ten (10) days after your notice is given.

4. ACCOUNT

4.1 Account Creation and Responsibilities

If the use of the Services requires an account, you must complete the registration process with accurate and up-to-date information. Your account ("Account") will be created upon successful registration.

You represent that all information provided is truthful and accurate and agree to keep it updated.

4.2 Account Use and Security

You must not allow any unregistered user to access your Account unless reassigned to another individual who agrees to these Terms & Conditions (T&Cs). You are responsible for keeping your



password secure and confidential. You are liable for all activity under your Account, including actions by authorized users. Shopy Image Upload and its affiliates are not responsible for any losses arising from your failure to protect your login credentials.

- If Shopy Image Upload suspects misuse or breach of the T&Cs, it may suspend or disable your Account without liability.
- Report any suspected unauthorized access to:
- Shopy Image Upload support personnel may access your Account solely to resolve technical issues.
- If Services are used without proper authorization due to your actions or omissions, you are liable to pay an amount equivalent to the applicable fees for such use.

5. DOCUMENTATION

You may use the Shopy Image Upload Documentation solely to operate the Services per these T&Cs. You must not share, copy, or reproduce it. The Documentation is for general guidance and not tailored to individual circumstances.

6. FEES

6.1 Payment Terms

You must pay all fees to Shopy Image Upload in advance for each term. Services will not be available until payment is received.

6.2 Auto-Renewal

By providing valid payment information, you authorize Shopy Image Upload to charge your card at the start of the Initial Term and each Renewal Term unless written notice of non-renewal is provided as per clause 2.3.

6.3 Non-Payment

Shopy Image Upload may suspend or terminate Services for late payment.

6.4 No Refunds

Fees are non-refundable except where required by law or explicitly stated in these T&Cs.

6.5 Taxes

Prices exclude VAT and other applicable taxes, which are your responsibility.

6.6 Due Date and Invoicing

For non-card payments, Shopy Image Upload will invoice you per the Subscription Form. If any invoice becomes overdue, all prior invoices become immediately payable.

7. UPDATES



During your subscription (excluding trial periods), Shopy Image Upload will provide necessary technical support for updates, assuming your systems permit such access. Upgrades may incur additional fees.

9. INTELLECTUAL PROPERTY

All IP rights in the Services, Documentation, and Confidential Information remain with Shopy Image Upload or its licensors. Except for the licenses granted herein, no rights are transferred.

You grant Shopy Image Upload a non-exclusive, royalty-free license to use any materials you provide for delivering the Services.

Feedback provided by you may be freely used by Shopy Image Upload, with no obligation or restriction.

9.1 Infringement Claims

Shopy Image Upload will defend or settle third-party IP infringement claims against you related to the use of the Licensed Products under these T&Cs, provided you:

- Notify Shopy Image Upload promptly,
- Cooperate fully, and
- The claim isn't due to your modifications, breach, or misuse.

Shopy Image Upload may choose to:

- Secure your right to continue using the products,
- Modify or replace infringing components.

9.2 Your Indemnities

You indemnify Shopy Image Upload against any loss, damage, or claims resulting from:

- Breaches of any Third-Party Licence,
- Violations of law or third-party rights by you or your authorized users.

10. WARRANTIES

Shopy Image Upload disclaims all warranties to the maximum extent allowed by law, including implied warranties of merchantability, fitness, accuracy, and non-infringement.



10.1 Third-Party Software & Services

Shopy Image Upload is not liable for third-party products or services. Your use of Third-Party Services is subject to their terms and privacy policies. If features provided by third parties become unavailable, Shopy Image Upload may discontinue those features without liability.

10.2 Security and Viruses

Services are not guaranteed to be free of bugs or viruses. You are responsible for securing your systems and using antivirus software. You must not introduce harmful software into the Services.

11. LIMITATION OF LIABILITY

Shopy Image Upload's total liability is limited to the amount you paid for the Services in the 12 months preceding the issue.

Shopy Image Upload is not liable for:

- Unauthorized use or misuse of the Services,
- Failures caused by your breach, inaccurate data, or instructions you provide.

12. TERM AND TERMINATION

12.1 Term

These T&Cs remain effective from the Commencement Date until:

- The end of all subscriptions, or
- Earlier termination is described below.

12.2 Termination for Cause

Shopy Image Upload may terminate if you:

- Commit an irremediable material breach, or
- Fail to remedy a remediable breach within 30 days of notice.
Late payment triggers immediate termination rights without the 30-day remedy period, unless the unpaid sum is under a bona fide dispute and Shopy Image Upload has no financial concerns.

12.3 Insolvency or Cessation

Either party may terminate immediately if the other:

- Is unable to pay debts,
- Ceases business operations,

- Enters insolvency or similar proceedings.

12.4 Post-Termination

Upon termination:

- All licences are revoked.
- You must stop using the Services and Documentation.

Termination does not affect accrued rights or remedies.

13. Acceptable Use

You agree not to attempt to gain unauthorised access to the Licensed Products or any associated accounts, databases, computer systems, servers, or networks. You must not carry out or attempt any denial-of-service attacks or misuse the Licensed Products by knowingly or recklessly introducing malware, including but not limited to viruses, trojans, worms, logic bombs, or any other malicious or harmful materials.

Any breach of this provision may constitute a criminal offence. Shopy Image Upload reserves the right to report such breaches to the appropriate law enforcement authorities and will fully cooperate with their investigations. In the event of such a breach, your access to the Licensed Products will be terminated immediately.

You agree to:

- Provide accurate and complete information to Shopy Image Upload and acknowledge that the provision of services depends on your cooperation and the accuracy of the information supplied. Shopy Image Upload will not be liable for any costs or liabilities arising from your failure to comply.
- Access the Licensed Products only through authorised connections and mechanisms approved by Shopy Image Upload.
- Use reasonable efforts to prevent unauthorised access or use of the Licensed Products and notify Shopy Image Upload immediately at support@shopylyst.com upon becoming aware of any unauthorised access or use.
- Ensure that all Web Service requests are initiated by real-time user interactions (e.g. via website forms) and not via automated processes (e.g., batch scripts or testing tools), unless prior written authorisation is granted by Shopy Image Upload.



- Report any security concerns or vulnerabilities affecting data to Shopy Image Upload without delay.

Shopy Image Upload may investigate suspected breaches of this policy. It reserves the right to take reasonable and proportionate action, which may include issuing warnings, suspending or terminating access to the Licensed Products, or charging for investigation costs. You agree to comply with any such measures.

In connection with any investigation, you expressly authorise Shopy Image Upload to use your account data and disclose it to third parties with a legitimate interest in the investigation or its outcome.

Shopy Image Upload may modify or revoke access to statistical information at its sole discretion, without prior notice.

14. Confidentiality

During the term of these T&Cs, both parties may access Confidential Information of the other. Each party agrees to:

- Use such information solely for the performance of its obligations or the exercise of rights under these T&Cs.
- Protect such information with the same level of care as it protects its confidential information.
- Disclose such information only to affiliates or contractors who are bound by confidentiality obligations no less protective than those herein.

Confidential Information excludes information that is:

1. Publicly available through no fault of the receiving party;
2. Already lawfully in the receiving party's possession;
3. Lawfully disclosed by a third party not under confidentiality obligations;
4. Independently developed without reference to the disclosed Confidential Information.

Confidential Information may be disclosed under a court order or valid legal request, provided that the disclosing party is notified promptly and allowed to seek protective measures.

Breach of this clause may cause irreparable harm, entitling the affected party to seek injunctive or equitable relief, in addition to other remedies.



This confidentiality obligation survives the termination or expiry of these T&Cs.

15. Compliance with Laws

You agree to comply with all applicable laws, rules, and regulations related to your use of the Services. You shall indemnify and hold Shopy Image Upload harmless from any claims, losses, or liabilities resulting from your breach of this obligation.

16. Data Protection

Both parties shall comply with applicable Data Protection Laws. Where Shopy Image Upload processes personal data on your behalf:

- It shall act solely under your instructions and for purposes defined in these T&Cs.
- Implement appropriate security measures to protect Personal Data.
- Ensure personnel with access to Personal Data are subject to confidentiality obligations.
- Assist with data subject requests and your compliance obligations under the GDPR, upon written request and at your cost.
- Inform you promptly if it believes an instruction violates the Data Protection Law.
- Upon termination, return or delete Personal Data as instructed, unless otherwise required by law.
- Cooperate with audits upon request and notify you of any data breaches without undue delay.

You warrant that you have the lawful authority to process the Personal Data provided and agree to indemnify Shopy Image Upload for any liability arising from your breach of this warranty.

Shopy Image Upload may engage sub-processors, subject to prior written notice and your opportunity to object. It shall ensure that sub-processors are bound by equivalent data protection obligations and remain liable for their compliance.

17. General Provisions

Severability: If any provision is held invalid, illegal, or unenforceable, it shall be amended or deleted as needed to ensure validity, without affecting the remaining provisions.

Binding Effect: These T&Cs are binding upon and inure to the benefit of the parties and their permitted successors and assigns.



Entire Agreement: These T&Cs, together with the Subscription Form and referenced documents, represent the entire agreement and supersede all prior discussions or representations.

No Reliance: Each party acknowledges it has not relied on any representation not expressly included in these T&Cs.

Further Assurance: Each party shall take any further actions necessary to give effect to these T&Cs.

No Partnership or Agency: Nothing in these T&Cs shall be deemed to create a partnership, agency, or employment relationship between the parties.

Waiver: A delay or failure to exercise a right does not waive that right. Partial exercise does not preclude further exercise.

Variation: Shopy Image Upload may amend these T&Cs at any time. Changes will be notified via email or account login. If you do not accept the changes, you must cease using the Licensed Products. Continued use constitutes acceptance of the amended terms.

Assignment: Neither party may assign these T&Cs without the other's prior written consent, not to be unreasonably withheld.

Governing Law: These T&Cs are governed by Indian law. The courts of India have exclusive jurisdiction over any disputes.