

Terms of Service - eBay Auto Fulfillment

Effective Date: [Current Date]

Last Updated: [Current Date]

1. Agreement to Terms

By installing, accessing, or using the eBay Auto Fulfillment app ("Service," "App"), you ("User," "Merchant," "you") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, do not use our Service.

2. Description of Service

eBay Auto Fulfillment is a Shopify application that enables merchants to:

- Connect Shopify products with eBay listings
- Automate order fulfillment through eBay purchases
- Track and manage dropshipping operations
- Synchronize order status between platforms

3. Eligibility

To use our Service, you must:

- Be at least 18 years old or the age of majority in your jurisdiction
- Have a valid Shopify store
- Have the legal authority to enter into these Terms
- Comply with all applicable laws and regulations
- Maintain active eBay and Shopify accounts as required

4. User Responsibilities

4.1 Account Management

- **Accurate Information:** Provide accurate and complete information
- **Security:** Maintain the security of your account credentials
- **Compliance:** Ensure compliance with Shopify and eBay policies
- **Monitoring:** Regularly monitor automated fulfillment activities

4.2 Product Mapping and Content

- **Accuracy:** Ensure product mappings are accurate and up-to-date
- **Quality:** Use only high-quality, accurate product information
- **Legal Compliance:** Ensure all products comply with applicable laws
- **Intellectual Property:** Respect intellectual property rights

4.3 Business Operations

- **Customer Service:** Maintain appropriate customer service standards
- **Order Management:** Monitor and manage order fulfillment appropriately
- **Financial Responsibility:** Handle all financial transactions responsibly
- **Return Policy:** Maintain clear return and refund policies

5. Acceptable Use

5.1 Permitted Uses

- Legitimate dropshipping and e-commerce operations
- Automated order fulfillment for valid customer orders
- Product research and mapping activities
- Business analytics and reporting

5.2 Prohibited Activities

You may NOT use our Service to:

- **Fraudulent Activity:** Engage in any fraudulent or deceptive practices
- **Illegal Products:** Sell illegal, prohibited, or restricted items
- **Policy Violations:** Violate Shopify, eBay, or platform policies
- **System Abuse:** Attempt to disrupt, hack, or abuse our systems
- **Competitor Analysis:** Use the service to benefit competing businesses
- **Data Mining:** Extract data for unauthorized purposes

6. Fees and Payment

6.1 Subscription Fees

- **Payment Terms:** Fees are charged according to your chosen plan
- **Billing Cycle:** Monthly or annual billing as selected
- **Auto-Renewal:** Subscriptions automatically renew unless cancelled

- **Price Changes:** We reserve the right to modify pricing with 30 days notice

6.2 Transaction Responsibility

- **eBay Costs:** You are responsible for all eBay purchase costs
- **Third-Party Fees:** Any fees charged by eBay or other platforms
- **Refunds:** Subscription refunds handled according to our refund policy

7. Data and Privacy

7.1 Data Collection

- We collect and process data as outlined in our Privacy Policy
- Data is used solely for providing and improving our Service
- Customer data is handled according to applicable privacy laws

7.2 Data Security

- We implement appropriate security measures
- Users are responsible for their own account security
- Data breaches will be handled according to legal requirements

8. Intellectual Property

8.1 Our Rights

- We retain all rights to our app, technology, and intellectual property
- Users receive a limited license to use the Service as intended
- Our trademarks and branding remain our exclusive property

8.2 User Content

- Users retain ownership of their product data and content
- Users grant us limited rights to process data for Service provision
- Users are responsible for ensuring they have rights to all content used

9. Service Availability

9.1 Uptime and Performance

- We strive for high availability but cannot guarantee 100% uptime
- Scheduled maintenance will be communicated in advance when possible

- We are not liable for service interruptions beyond our reasonable control

9.2 Updates and Changes

- We may update the Service to improve functionality
- Major changes will be communicated to users in advance
- Continued use constitutes acceptance of updates

10. Limitation of Liability

10.1 Service Limitations

OUR SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10.2 Damages

IN NO EVENT SHALL WE BE LIABLE FOR:

- **Indirect Damages:** Consequential, incidental, or punitive damages
- **Business Losses:** Lost profits, revenue, or business opportunities
- **Data Loss:** Loss of data or information
- **Third-Party Actions:** Actions by eBay, Shopify, or other platforms

10.3 Maximum Liability

Our maximum liability shall not exceed the amount you paid for the Service in the 12 months preceding the claim.

11. Indemnification

You agree to indemnify and hold us harmless from any claims, damages, losses, or expenses arising from:

- Your use of the Service
- Violation of these Terms
- Violation of applicable laws or regulations
- Infringement of third-party rights

12. Termination

12.1 Termination by User

- You may cancel your subscription at any time
- Cancellation takes effect at the end of the current billing period
- Data may be retained according to our Privacy Policy

12.2 Termination by Us

We may terminate your access if:

- You violate these Terms
- You fail to pay applicable fees
- Your account becomes inactive for extended periods
- We discontinue the Service

12.3 Effect of Termination

Upon termination:

- Your access to the Service will cease
- Outstanding fees remain payable
- Data handling will follow our Privacy Policy
- These Terms continue to apply to past use

13. Third-Party Services

13.1 Integration Dependencies

Our Service integrates with Shopify and eBay. These integrations are subject to:

- Third-party terms of service
- API limitations and changes
- Service availability of integrated platforms

13.2 Third-Party Responsibility

We are not responsible for:

- Changes to third-party APIs or services
- Third-party service outages or limitations
- Third-party policy violations or account suspensions

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of [Your Jurisdiction], without regard to conflict of law principles.

15. Dispute Resolution

15.1 Informal Resolution

Before pursuing formal dispute resolution, parties agree to attempt informal resolution through direct communication.

15.2 Arbitration

Any disputes not resolved informally shall be resolved through binding arbitration in [Your Jurisdiction] according to the rules of [Arbitration Organization].

16. Miscellaneous

16.1 Entire Agreement

These Terms constitute the entire agreement between you and us regarding the Service.

16.2 Amendments

We may modify these Terms by posting updated terms. Continued use constitutes acceptance of changes.

16.3 Severability

If any provision is found unenforceable, the remaining provisions remain in effect.

16.4 Assignment

We may assign these Terms. You may not assign your rights without our written consent.

17. Contact Information

For questions about these Terms:

Email: [\[your-email@domain.com\]](mailto:[your-email@domain.com])

Address: [Your Business Address]

Phone: [Your Phone Number]

Support: [\[support-website-url\]](#)

18. Updates and Notifications

- Important updates will be communicated via email or in-app notifications

- Users are responsible for staying informed of Term changes
 - Continued use after updates constitutes acceptance
-

Company: [Your Company Name]

Last Updated: [Date]

Version: 1.0

For the most current version of these Terms, please visit: [\[your-website.com/terms\]](#)

By using eBay Auto Fulfillment, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.