

Welcome to Nexar AIO! Prior to installing you are required to read and accept these terms of service.

Nexar AIO Terms of Service

Effective Date: 12/24/24

Welcome to Nexar AIO ("the Software"). By accessing or using the Software, you ("the User") agree to be bound by these Terms of Service ("Terms"). If you do not agree, you must discontinue use of the Software immediately.

1. Acceptance of Terms

By using the Software, the User agrees that:

- 1.1. They have read, understood, and accepted these Terms.
- 1.2. They are at least 18 years old or of legal age in their jurisdiction.
- 1.3. They will comply with all applicable laws, rules, and regulations.

2. Description of Service

2.1. Purpose: The Software is advanced automation software designed to assist the User in purchasing products from a variety of online retail platforms, including but not limited to Shopify websites, Footsites, and other e-commerce platforms.

2.2. Features:

- Automated checkout processes.
- Support for multiple retail platforms.
- Inventory monitoring and notifications.
- Proxy integration for privacy and functionality.

2.3. Trademark Disclaimer:

All product names, logos, and brands mentioned within these Terms or in connection with the Software are the property of their respective owners. References to platforms such as Shopify, Footsites, or other e-commerce platforms are for informational purposes only. The Software is not affiliated with, endorsed by, or sponsored by any of these third-party platforms. Use of these names does not imply any association, endorsement, or partnership.

2.4. Disclaimer of Guarantees: The Software is provided "as is" and does not guarantee:

- The availability or functionality of the Software at all and any times.
- The successful purchase or acquisition of any specific product.

3. User Responsibilities

3.1. Compliance with Laws: The User must comply with all applicable laws, rules, and regulations while using the Software. The use of the Software for illegal purposes, including but not limited to fraud or the use of unauthorized payment methods, is strictly prohibited.

3.2. Use of Third-Party Platforms:

- The User is responsible for their actions on third-party websites, including compliance with the terms of service of those platforms.
- The Software does not encourage, endorse, or prohibit any specific actions on third-party platforms. The User assumes full responsibility for any consequences, including but not limited to account bans, order cancellations, restocking fees, or other penalties.

3.3. Responsibility for Purchases:

- The User is fully responsible for including but not limited to:
 - Monitoring and setting purchase limits.
 - Ensuring accurate selection of items, sizes, and quantities.
- The Software is not liable for:
 - Purchases of incorrect or unwanted items.
 - Excessive purchases made by the User.
 - Financial losses resulting from the User's actions, such as overspending or canceled transactions.

3.4. No Responsibility for Profit or Loss:

- The Software does not guarantee any financial outcome from its use.
- The User assumes full responsibility for any profit or loss, including but not limited to:
 - Revenue loss due to failed or incomplete purchases.
 - Financial risks associated with reselling items acquired using the Software.

3.5. Indemnification: The User agrees to indemnify and hold the Software harmless from any claims, damages, losses, or liabilities arising from:

- Misuse of the Software.
- Purchases made using the Software, including errors or unauthorized transactions.
- Violations of applicable laws or third-party terms.

4. Privacy and Data

4.1. Privacy Policy: The Software respects the User's privacy. The collection, use, and storage of data are governed by the Privacy Policy. By using the Software, the User agrees to the practices outlined in the Privacy Policy.

4.2. Data Security:

- The Software implements measures to protect the User's data but does not guarantee complete security.
- The User is responsible for safeguarding their account credentials, proxies, and payment information.

4.3. Third-Party Platforms: The Software interacts with third-party platforms. The Software is not responsible for the privacy practices or data handling of these third parties.

5. Updates and Modifications

5.1. Software Updates: The Software may release updates, patches, or new versions to improve functionality or address security concerns. The User is required to install updates promptly to maintain service continuity.

5.2. Terms Revisions: The Software reserves the right to modify these Terms at any time. Significant changes will be communicated via email or through the Software interface. Continued use of the Software constitutes acceptance of the updated Terms.

6. Intellectual Property

6.1. Ownership: All rights, title, and interest in the Software, including code, designs, trademarks, and other intellectual property, remain the exclusive property of the Software or its licensors.

6.2. License: The User is granted a non-exclusive, non-transferable, revocable license to use the Software in accordance with these Terms.

6.3. Prohibited Actions: The User may not:

- Reverse engineer, decompile, or extract the source code of the Software.
- Resell, sublicense, or distribute the Software without prior written consent.

7. Limitation of Liability

7.1. No Warranty: The Software is provided "as is" without any warranties, express or implied. The Software does not guarantee:

- That the Software will meet the User's expectations.
- Uninterrupted or error-free operation.

7.2. Limitation: To the fullest extent permitted by law, the Software is not liable for:

- Indirect, incidental, or consequential damages.
- Losses from failed transactions, excessive purchases, or incorrect item selection.
- Loss of profit, revenue, or anticipated savings.

8. Termination of Membership

8.1. Termination by the Software: The Software reserves the right to suspend or terminate the User's membership at any time for any reason, including:

- Violation of these Terms.
- Suspected misuse of the Software.
- Engagement in prohibited activities or illegal conduct.

8.2. Effect of Termination: Upon termination, the User must cease all use of the Software and delete associated files or materials. No refunds will be issued unless explicitly stated otherwise.

8.3. Termination by the User: The User may terminate their use of the Software at any time by discontinuing access.

9. Governing Law and Dispute Resolution

9.1. Governing Law: These Terms are governed by the laws of New York as Nexar AIO is a registered New York Limited Liability Company.

9.2. Dispute Resolution: Any disputes arising out of or related to these Terms shall be resolved through arbitration, unless otherwise required by law.

10. Contact Information

For questions or concerns, please contact Nexar AIO at:

- **Email:** support@nexaraio.com