Shiplo - Terms of Service

Last updated: July 20 2025

Effective date: July 20 2025

## 1. Acceptance

By creating an account, installing the Shiplo desktop client, or using any part of the Shiplo platform (the "Service"), you agree to these Terms of Service ("Terms"). If you do not agree, do not use the Service.

## 2. Eligibility & Accounts

- (a) You must be at least 13 years old (16 in the EU) and legally able to form a contract.
- (b) Keep login credentials confidential; you are responsible for all activity under your account.
- (c) We may suspend or terminate accounts that violate these Terms.
- (d) If we learn we have collected personal data from a child under 13, we will delete it.

## 3. License

We grant you a limited, non-exclusive, revocable, non-transferable license to access and use the Service as permitted in these Terms. No other rights are granted.

## 4. Operators & User Content

- (a) "Operators" are workflows you configure. Any prompts, scripts, credentials, files, or data you supply are "User Content."
- (b) You grant Shiplo a worldwide, royalty-free license to process User Content solely to provide and improve the Service.

- (c) You represent that you have all rights necessary for such processing and that each Operator will comply with applicable laws and all third-party terms (e.g., LinkedIn, Gmail).
- (d) You acknowledge that running an Operator may perform unintended actions (sending messages, deleting files, making purchases). You run Operators entirely at your own risk.

#### 5. Prohibited Conduct

You may not:

- (1) Use Operators to violate laws, infringe rights, or bypass security barriers;
- (2) Run automated actions that breach third-party terms (spamming, disallowed scraping, etc.);
- (3) Transmit or store unlawful, harmful, or infringing content;
- (4) Reverse-engineer, decompile, or attempt to access source code;
- (5) Interfere with, disrupt, or overload our infrastructure;
- (6) Use the Service if you appear on any U.S. sanctions list or are located in an embargoed country.

#### 6. Beta Notice

The MVP is pre-release software. Features may change, break, or disappear without notice. Expect downtime and data loss; keep backups.

## 7. Fees & Payment

Current MVP access is free. We may introduce paid tiers later with at least 30 days' notice. Failure to pay after notice may suspend access.

## 8. Intellectual Property

Shiplo owns all Service code, design, and trademarks. Except for the limited license in §3, no rights are granted or implied.

#### 9. Feedback

Any feedback or suggestions you provide are non-confidential. You grant Shiplo a perpetual, worldwide, royalty-free license to use them without restriction or compensation.

## 10. Privacy & Data Processing

Our Privacy Policy (available at shiplo.tech/privacy) explains how we collect, use, and protect personal data. We act as a "processor" of User Content, handling it only under your instructions.

## 11. Security & Credentials

You must supply only the minimum credentials required for an Operator and are solely responsible for key rotation, revocation, and securing those credentials.

## 12. Third-Party Services & Compliance

Operators may invoke third-party APIs or sites. Those services have their own terms; you bear all risk of account suspension, data loss, or other harms arising from third-party actions.

#### 13. Assumption of Risk

Running an Operator is inherently risky. Your sole remedy for any malfunction is to stop using that Operator.

#### 14. Audit & Disablement

We may review, refuse, or disable any Operator or account at any time if we believe it violates these Terms or poses risk to Shiplo, third-party services, or other users.

#### 15. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL WARRANTIES—EXPRESS, IMPLIED, OR STATUTORY—INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 16. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, SHIPLO AND ITS FOUNDERS WILL NOT BE LIABLE FOR (a) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR (b) AGGREGATE LIABILITY EXCEEDING THE GREATER OF USD 100 OR THE AMOUNTS YOU PAID US IN THE PAST 12 MONTHS.

## 17. Indemnification

You will defend, indemnify, and hold harmless Shiplo from any claim arising out of (a) your breach of these Terms, (b) User Content, or (c) misuse of the Service.

#### 18. Termination

You may stop using the Service at any time. We may suspend or terminate your access immediately for violations. Sections 8, 9, 11, 13–19 survive termination.

## 19. Governing Law & Dispute Resolution

- (a) These Terms are governed by the laws of the State of Illinois, USA, without regard to conflict-of-law rules.
- (b) You and Shiplo agree to resolve any dispute exclusively by binding arbitration under the JAMS Rules in Chicago, Illinois, except that either party may seek injunctive relief in any competent court.
- (c) Class-action waiver: disputes must be brought solely in your or Shiplo's individual capacity.

# 20. Export Controls

You may not use or export the Service in violation of U.S. export laws and regulations.

# 21. Changes to Terms

We may update these Terms. Material changes will be emailed or posted 15 days before taking effect. Continued use after that date constitutes acceptance.

# 22. Contact

Questions? Email anirudhkuppili@gmail.com