ShelfPatrol – Terms and Conditions

Website: shelfpatrol.com

Effective Date: October 29, 2026.

BY CLICKING "ACCEPT ALL," "REJECT ALL," OR ANY OTHER BUTTON ON THE NOTICE BANNER THAT RECORDS YOUR COOKIE CHOICES, BY CLOSING OR DISMISSING THAT BANNER, OR BY CONTINUING TO BROWSE OR USE THE WEBSITE, YOU AGREE TO THESE TERMS. THE COOKIES AND SIMILAR TECHNOLOGIES WE USE DEPEND ON THE CHOICES YOU MAKE ON THE BANNER, AS DESCRIBED IN SECTION 13 AND IN OUR PRIVACY POLICY. IF YOU DO NOT AGREE, DO NOT USE THE WEBSITE.

SECTION 21 CONTAINS A BINDING INDIVIDUAL ARBITRATION AGREEMENT AND A CLASS ACTION AND JURY TRIAL WAIVER THAT AFFECT YOUR LEGAL RIGHTS. BY ACCEPTING THESE TERMS, YOU SPECIFICALLY AUTHORIZE AND AFFIRMATIVELY AGREE TO THE ARBITRATION PROVISION IN SECTION 21.

1. Agreement to These Terms

1.1 Binding agreement. These Terms and Conditions (the "Terms") are a binding legal agreement between you and My Happy IT Inc., a Nevada corporation doing business as ShelfPatrol, a provider of inventory management software based in Carson City, Nevada ("ShelfPatrol," the "Company," "we," "us," or "our"). They govern your access to and use of the website located at shelfpatrol.com, including every page, subdomain, feature, form, download, and item of content made available through it, on any device (together, the "Website"). The Website does not include the ShelfPatrol web application made available at app.shelfpatrol.com, or any other product or service that requires an account (together, the "Application"), each of which is governed by its own terms.

1.2 How you accept these Terms. You accept these Terms, and they become binding on you, when you do any of the following, whichever happens first: (a) click "Accept All," "Reject All," or any other button on the notice banner displayed on the Website, or on any cookie preference panel opened from it (together, the "Banner"), that records or manages your cookie choices; (b) close, minimize, or dismiss the Banner; (c) continue to browse, scroll, click, or otherwise use the Website after the Banner has been displayed; (d) submit a form, check a box indicating your agreement, send us a message, or otherwise provide information through the Website; or (e) access or use the Website in any other manner. Each of these actions is your electronic signature and has the same legal effect as a handwritten signature on a paper agreement.

1.3 Notice. These Terms are linked from the Banner and from the footer of every page of the Website. You acknowledge that you had notice of these Terms and an opportunity to review them before accepting. If you do not agree to all of these Terms, you are not authorized to use the Website and must stop using it immediately.

1.4 Each visit. Each time you access the Website you reaffirm your acceptance of the version of these Terms then in effect. If you have accepted an earlier version, your continued use of the Website after a revised version takes effect is your acceptance of the revised version, as described in Section 4.

1.5 Who "you" are. "You" means the individual using the Website and any company, organization, or other person on whose behalf that individual uses the Website. If you use the Website on behalf of

an organization, you represent and warrant that you have authority to bind that organization to these Terms, and both you and the organization are bound by them.

1.6 Company Parties. In these Terms, "Company Parties" means My Happy IT Inc., doing business as ShelfPatrol, and its current and future parents, subsidiaries, affiliates, divisions, brands, and businesses, together with each of their respective owners, shareholders, directors, officers, employees, contractors, agents, representatives, licensors, service providers, successors, and assigns.

2. Eligibility

2.1 Adults only. The Website is intended for business audiences and for adults. You must be at least 18 years old and legally able to enter into a binding contract to use the Website. The Website is not directed to children, and no one under 18 may use it or send information through it. By accepting these Terms you represent that you meet these requirements.

2.2 No prohibited users. You may not use the Website if applicable law prohibits you from doing so, or if we have previously suspended or blocked your access.

2.3 Automated access. The Website is for use by human visitors. Access by any bot, crawler, scraper, script, or other automated means is permitted only as expressly allowed in Section 9(c).

3. Scope of These Terms; Separate Agreements

3.1 Website only. These Terms apply only to the Website. They do not govern the Application or any other product, service, software, platform, or engagement offered by ShelfPatrol or by any other Company Party. Each of those is governed solely by its own terms, policies, and written agreements, including the terms presented when an account is activated.

3.2 Separate written agreements control. If you enter into a separate written agreement signed by an authorized representative of ShelfPatrol, or accept separate terms presented when you activate or use the Application (for example, a subscription, services, or other agreement), that agreement governs its subject matter and controls if it conflicts with these Terms on that subject matter. These Terms continue to govern your use of the Website.

3.3 No amendment by Website content. Nothing on the Website amends, supplements, waives, or adds to any term of a separate written agreement.

3.4 Other notices on the Website. Our Privacy Policy, Accessibility statement, Banner text, and any other notice posted on the Website are informational and are not part of these Terms except where these Terms expressly incorporate them. If any such notice conflicts with these Terms, these Terms control, except as stated in Section 27.11.

4. Changes to These Terms and to the Website

4.1 Changes to these Terms. We may revise these Terms at any time, in our sole discretion, by posting an updated version on the Website with a new Effective Date. Revised Terms take effect on the Effective Date shown on them. We may, but are not required to, give additional notice of a change by displaying the Banner again, by posting a notice on the Website, or by email. Your continued use of the Website after revised Terms take effect is your acceptance of them. You are responsible for reviewing these Terms each time you use the Website. If you do not agree to a revised version, you must stop using the Website before it takes effect.

4.2 Pending disputes. A change to Section 21 (Dispute Resolution) will not apply to a Dispute of which we received a written Notice of Dispute before the change was posted.

4.3 Changes to the Website. We may change, suspend, restrict, or discontinue all or any part of the Website, including any cookie, feature, display option, or form, at any time, without notice and without liability to you. We have no obligation to maintain, update, or correct the Website or any of its content.

4.4 Prior versions. We may keep copies of prior versions of these Terms. The version in effect at the time of a given visit governs that visit.

5. Informational Purposes Only; No Professional Advice; No Reliance

5.1 General information only. The Website provides general information about ShelfPatrol, its inventory management software, and the ways in which that software may be used. Nothing on the Website is an offer to sell, a solicitation, a quotation, or a commitment to provide any product or service. Nothing on the Website is an offer of, or a solicitation for, any investment, security, franchise, business opportunity, or employment.

5.2 No professional advice. Nothing on the Website is legal, tax, accounting, financial, investment, medical, healthcare, regulatory, compliance, human resources, employment, technical, security, or other professional advice. You should consult your own qualified advisors before making any decision. You are solely responsible for your decisions and for the results of acting or not acting on anything found on the Website.

5.3 No services through the Website. The Website does not sell anything, does not accept or process payments, and does not itself provide inventory management, asset tracking, stock control, or other software or services. The Application is available only through app.shelfpatrol.com under its own terms. Descriptions of the Application on the Website are general in nature. They are not a representation that any particular feature or service is available to you, is suitable for your needs, or will produce any particular result.

5.4 Inventory and asset records. The Website does not record, store, count, or track any inventory, asset, item, or location information. Any inventory data that you enter into the Application is handled under the terms and privacy notice that apply to the Application, not under these Terms. Nothing on the Website is a representation about the accuracy of any count, cost, quantity, location, or other record that you keep in the Application, and you remain responsible for your own inventory records, counts, and decisions.

5.5 Accounts, subscriptions, and fees. No account is created, and no subscription is purchased, through the Website. The Website is not a bank or payment processor, and it does not open accounts or hold, move, or settle funds. Accounts are activated only through the Application. Any fees for the Application are stated before you commit to pay and are governed by the terms that apply to the Application, under which the appropriate Company Party may require application, approval, and compliance with applicable law.

5.6 Software and integrations. No software, application programming interface, plugin, or integration is sold, licensed, or delivered through the Website. The Application and any other software offered by a Company Party are provided only under their own license, subscription, or platform terms.

5.7 Use-case pages, guides, and FAQ. Pages describing particular use cases (such as office supplies, equipment tracking, storage rooms, and multi-location inventory), guides, and the FAQ are

general educational material. They do not describe the scope, features, availability, pricing, or results of the Application, and they are not operational, accounting, compliance, legal, or technical advice for your organization.

5.8 Pricing and proposals. The Website does not publish pricing. Any pricing, proposal, quotation, or description of typical work that we provide in response to an inquiry is illustrative only and does not define the scope, deliverables, fees, or results of any engagement. An engagement exists only under the terms that apply to the Application or a written agreement signed by an authorized representative of the relevant Company Party.

5.9 Accuracy; no reliance. Descriptions on the Website are general summaries. They may contain errors or omissions, may be out of date, and may change at any time without notice. Any reliance you place on the Website is strictly at your own risk.

5.10 Statements of philosophy and intent. Statements on the Website about how we work, our standards, our goals, our plans, or our expectations for the future are statements of general business philosophy and aspiration. They are not promises, guarantees, warranties, or representations of fact, they do not create any legal obligation, and actual results may differ. We do not guarantee any outcome, result, saving, or improvement.

5.11 Accessibility and display options.

We want the Website to be usable by everyone. If you have trouble accessing any part of it, contact us as described in our Accessibility statement and we will work to provide the information in another way. Our Accessibility statement describes our goals and efforts. It is not a warranty or contract and does not create obligations beyond those required by law.

6. No Relationship Created

6.1 No relationship. Using the Website, sending us a message, or receiving a reply from us does not create any client, customer, subscriber, consulting, advisory, fiduciary, agency, partnership, joint venture, franchise, employment, vendor, or other relationship between you and any Company Party. Such a relationship can arise only under the terms that apply to the Application or a written agreement signed by an authorized representative of the relevant Company Party.

6.2 No duty to respond or engage. We have no obligation to respond to any message or to respond within any period of time. We may decline any inquiry or prospective engagement for any lawful reason or for no reason.

6.3 No binding statements. No statement made on the Website, or in any reply to a message sent through the Website, binds any Company Party unless it is contained in a written agreement signed by an authorized representative of that Company Party.

7. Our Affiliates and Service Providers

7.1 Separate businesses. ShelfPatrol is a trade name of My Happy IT Inc., which may also operate other businesses and brands through separate legal entities, divisions, or brands, each with its own customers, terms, licenses, and obligations. The Website and the Application depend on hosting, infrastructure, software, and other service providers that are not Company Parties.

7.2 No guarantee or assumption of liability. Nothing on the Website: (a) is a guarantee by My Happy IT Inc. of the obligations, debts, products, services, or performance of any other entity or business, including any hosting, infrastructure, software, or other service provider; (b) is an

assumption by My Happy IT Inc. of the liabilities of any other entity; (c) makes My Happy IT Inc. a party to any contract between another entity and that entity's customers; or (d) alters or disregards the separate legal existence of any entity. Statements that ShelfPatrol "knows every shelf," or similar statements, describe the purpose and design of the Application. They are not legal guarantees or undertakings to any person.

7.3 Claims about a particular business. Any claim relating to a product or service of a particular business or service provider must be brought solely against the entity that provides that product or service, under the terms that govern it, and not under these Terms.

8. Limited License to Use the Website

8.1 License. Subject to your continuing compliance with these Terms, we grant you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access and view the Website on your own device, and to print or download a reasonable number of pages solely for your own lawful, internal, informational reference, provided that you keep all copyright and other proprietary notices intact and do not modify the content.

8.2 Linking. You may link to the home page of the Website, provided that the link is fair and lawful, does not suggest any affiliation with or endorsement or sponsorship by us, does not frame or mirror the Website, and does not appear on any site that is unlawful, misleading, or offensive. We may withdraw this permission at any time.

8.3 Reservation of rights. All rights not expressly granted in these Terms are reserved. This license ends automatically, without notice, if you breach these Terms.

9. Prohibited Conduct

You agree that you will not do, attempt to do, or help or permit anyone else to do, any of the following:

(a) use the Website for any unlawful, fraudulent, deceptive, harassing, defamatory, or harmful purpose, or in violation of any law, regulation, or third-party right;

(b) copy, reproduce, republish, distribute, display, perform, modify, translate, create derivative works from, sell, license, or otherwise exploit any part of the Website, except as expressly permitted in Section 8;

(c) access, scrape, crawl, harvest, index, or extract any part of the Website by robot, spider, scraper, script, or other automated or bulk means, except that public search engines may crawl the Website, in compliance with our robots instructions, solely to create publicly available search results;

(d) use the Website or any of its content to train, fine-tune, test, evaluate, ground, prompt, or develop any artificial intelligence or machine learning model, system, agent, or dataset, or as a source for any generative or retrieval-based output;

(e) probe, scan, or test the vulnerability of the Website or its hosting environment; breach or circumvent any security, authentication, rate-limiting, bot-detection, consent, or spam-prevention measure; or access any non-public area, including any administration area;

(f) interfere with, disrupt, overload, or impair the Website or the servers or networks that support it, including by any denial-of-service activity;

(g) transmit any virus, malware, or other malicious or harmful code, file, or link;

(h) send spam, unsolicited advertising or promotional material, bulk or chain messages, or automated submissions through any form on the Website;

(i) impersonate any person or entity, misrepresent your identity or affiliation, or provide false or misleading contact information;

(j) submit content that is unlawful, threatening, abusive, obscene, defamatory, misleading, or infringing, or that violates anyone's privacy, publicity, or confidentiality rights;

(k) frame, mirror, or deep-link to the Website in a way that misleads anyone about its source or about your relationship with us;

(l) use our names, logos, or other marks, including in meta tags, hidden text, advertising keywords, domain names, or social media handles, without our prior written permission;

(m) remove, obscure, or alter any copyright, trademark, or other proprietary notice;

(n) reverse engineer, decompile, or disassemble any software or code used by the Website, except to the limited extent that applicable law prohibits this restriction;

(o) collect or harvest personal information about other people from the Website;

(p) use the Website to build or support a competing product or service, or for benchmarking or competitive analysis;

(q) use the Website in violation of any export control or sanctions law;

(r) forge, falsify, spoof, or manipulate any consent record, Banner selection, header, or identifier, or misrepresent the source of any request sent to the Website; or

(s) circumvent any block, suspension, or other restriction we place on your access.

10. Intellectual Property

10.1 Ownership. The Website and all of its content, including text, graphics, logos, designs, images, layout, look and feel, software, code, and the selection and arrangement of those items (the "Content"), are owned by ShelfPatrol or its licensors and are protected by United States and international copyright, trademark, trade dress, and other laws.

10.2 Trademarks. "ShelfPatrol," the ShelfPatrol logo, and all related names, logos, slogans, and designs are trademarks, service marks, or trade names of My Happy IT Inc. You may not use them without our prior written permission. All other names and marks that appear on the Website, including the names and marks of any vendors, manufacturers, or products shown in examples or screenshots, belong to their respective owners, and their appearance does not imply any endorsement or affiliation.

10.3 No implied licenses. Except for the limited license in Section 8, nothing in these Terms or on the Website grants you any right, title, license, or interest in the Website, the Content, or any intellectual property of any Company Party, whether by implication, estoppel, or otherwise. Unauthorized use may violate the law and may result in civil and criminal liability.

11. Messages and Submissions

11.1 Do not send sensitive or confidential information. Do not send us, through the Website or by email, any passwords or access credentials, payment card or bank account details, Social Security or other government identification numbers, health or patient information (including protected health information), biometric, genetic, or precise location information, information about children, trade secrets, or any information that you or anyone else considers confidential. The Website and email are not secure channels for that kind of information. Anything of that kind that you choose to send is sent at your sole risk, and we may delete it. No business associate, confidentiality, non-disclosure, or data processing agreement arises from your use of the Website.

11.2 Submissions are not confidential. Except for personal information, which we handle as described in our Privacy Policy, anything you send us through the Website or in connection with it (a "Submission") is non-confidential and non-proprietary. We have no duty to keep a Submission confidential, to review it, to use it, to return it, or to pay you for it.

11.3 License to ideas and feedback. You grant us a worldwide, perpetual, irrevocable, royalty-free, fully paid, transferable, and sublicensable right to use, reproduce, modify, adapt, disclose, and otherwise exploit, for any purpose and without attribution or compensation, any ideas, suggestions, proposals, feedback, and other non-personal content contained in a Submission. To the fullest extent permitted by law, you waive any moral rights in that content. You acknowledge that we may independently develop, or receive from others, ideas similar to yours, and you agree that you will have no claim against any Company Party on that basis.

11.4 Your promises about Submissions. You represent and warrant that each Submission is accurate, that you have the right to send it, that it does not violate any law or any right of any person, and that sending it does not breach any duty of confidentiality that you owe to anyone.

11.5 Responding to you. We may use the contact details you provide to respond to and follow up on your inquiry, and we may refer your inquiry to the Company Party best positioned to address it.

11.6 Our discretion. We may ignore, delete, or block any Submission. We may disclose a Submission where we believe disclosure is required by law or is appropriate to protect the rights, property, or safety of any Company Party or of others.

12. Electronic Communications; Consent to Contact

12.1 Electronic communications. By using the Website or sending us a message electronically, you consent to receive communications from us electronically, including by email, by posting on the Website, or through the Banner. You agree that all agreements, notices, disclosures, and other communications that we provide electronically satisfy any legal requirement that they be in writing. These Terms, formed electronically, have the same legal effect as a signed paper agreement, and you will not contest their validity or enforceability on the ground that they were accepted electronically.

12.2 Consent to contact. If you give us a telephone number or email address, you consent to our contacting you at that number or address about your inquiry and about any existing or prospective business relationship, including by calls, text messages, and email, where permitted by law. You represent that you are the owner or authorized user of any number or address you provide. Message and data rates may apply. Marketing communications are governed by our Privacy Policy and by applicable law, and you may opt out of them as described there. We will obtain any separate consent that applicable law requires before placing marketing calls or sending marketing text messages using automated technology.

13. Privacy; Cookies and Tracking Technologies; Consent Banner

13.1 Privacy Policy. Our Privacy Policy, posted on the Website, describes how we handle information collected through the Website. Please review it. The Privacy Policy is a notice of our practices. To the fullest extent permitted by law, it is not a contract and does not create contractual rights or obligations. Any Dispute concerning privacy, data, cookies, or tracking technologies in connection with the Website is subject to Sections 17 through 23 of these Terms.

13.2 Technologies we use. The Website uses cookies and similar technologies, including pixels, tags, scripts, web beacons, log files, and browser local and session storage (together, "Cookies"). We and our service providers use Cookies for the following purposes:

(a) **Strictly necessary.** To make the Website work and keep it secure, including to deliver pages, balance load, detect spam and automated traffic, prevent abuse, and record your Banner selection. These Cookies are used whether or not you consent to other Cookies, because the Website cannot function without them.

(b) **Functional and preference.** To remember choices you make, including the display options you select (such as text size, contrast, spacing, and reduced motion) and your privacy choices.

(c) **Analytics and performance.** To measure traffic, understand which pages are visited and how visitors move through the Website, diagnose errors, and improve the Website.

(d) **Marketing and business development.** To the extent we use them, to support our communications with you and with organizations that may be interested in working with us. We do not sell personal information and do not share it for cross-context behavioral advertising, as stated in our Privacy Policy.

13.3 The Banner and your consent. When you first visit the Website, and from time to time afterward, we display the Banner. The Banner lets you accept all Cookies, reject all Cookies other than strictly necessary Cookies, or choose by category. Cookies other than strictly necessary Cookies are used only in the categories you accept, and strictly necessary Cookies remain in use regardless of your selections. Your Cookie choices do not affect your acceptance of these Terms under Section 1.2. We store a record of your choice in a Cookie on your device so that we do not have to ask you again on every visit, and your choice remains in effect until you change or withdraw it.

13.4 Changing or withdrawing your choices. You may change or withdraw your Cookie choices at any time by using the "Your privacy choices" link in the footer of the Website, where available, or by adjusting your browser settings to refuse or delete Cookies. Withdrawal does not affect processing that took place before withdrawal. If you refuse, block, or delete Cookies, parts of the Website may not work correctly, your display options and privacy choices may not be remembered, and the Banner may be displayed again. We are not responsible for any loss of functionality that results from your Cookie or browser settings.

13.5 Third-party Cookies. Some Cookies are placed by service providers that help us host, secure, measure, and improve the Website. Those providers may collect information about your online activities over time and across different websites, and their Cookies are governed by their own privacy policies and terms. We do not control their technologies and, to the fullest extent permitted by law, we are not responsible for their practices.

13.6 Consent to collection and recording of your interactions. To the extent we or our service providers use analytics, security, or similar tools on the Website, you consent, for purposes of every applicable law (including laws governing the interception, recording, or disclosure of communications and the use of tracking technologies), to the collection, recording, storage, and analysis of your interactions with the Website, including the pages you view, the links you click, how you scroll and move through pages, how you interact with forms, the time you spend on pages, and your device and network information, and to the disclosure of that information to those providers for the purposes described in Section 13.2.

13.7 Do Not Track and opt-out preference signals. There is no uniform standard for browser "Do Not Track" signals, and the Website does not respond to them. Where applicable law requires us to honor an opt-out preference signal, such as Global Privacy Control, we will process that signal as required by that law.

13.8 Changes to Cookies. The Cookies we use may change from time to time. We may add, replace, or discontinue any Cookie in our discretion. The Banner, any preference center, and our Privacy Policy describe our current use, and we will update them where the law requires.

13.9 Visitors from outside the United States. The Website is operated from, and directed to users in, the United States. If the law of your location requires prior opt-in consent for Cookies that is not satisfied by the Banner, you must not use the Website unless and until you have given that consent. If you proceed, the choices you make on the Banner are your consent to the fullest extent permitted by the law of your location.

14. Third-Party Websites and Services

14.1 Links. The Website may contain links to websites, content, or services operated by others, including the Application and our affiliates and service providers. Those links are provided for convenience only. We do not control, endorse, or assume any responsibility for any third-party website, content, product, service, or practice. You use them at your own risk and subject to the third party's own terms and policies.

14.2 Service providers. The Website depends on hosting, software, security, analytics, and network services supplied by others. To the fullest extent permitted by law, we are not responsible for the acts, omissions, outages, or failures of those providers.

15. Monitoring, Enforcement, and Suspension

15.1 Our rights. We may, but have no obligation to, monitor use of the Website, investigate any suspected violation of these Terms, and take any action we consider appropriate. That includes blocking addresses or devices, refusing or deleting messages, and restricting or ending your access, with or without notice, for any reason or for no reason, and without liability to you.

15.2 Cooperation with authorities. We may report suspected unlawful activity to, and cooperate with, law enforcement, regulators, and courts, and we may disclose information where the law requires or permits.

15.3 Effect of breach. Your right to use the Website ends immediately if you breach these Terms. Every provision of these Terms that by its nature should survive, including Sections 5 through 7, 9, 10, 11, and 17 through 27, will survive the end of your right to use the Website.

16. Security and Your Systems

We do not guarantee that the Website, or any communication to or from it, is secure or free of viruses or other harmful components. You are solely responsible for your own devices, software, browser settings, internet access, security protections, and data backup. Any information you transmit to us is transmitted at your own risk.

17. Disclaimer of Warranties

17.1 As is. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE AND ALL CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND. THE COMPANY PARTIES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ACCURACY, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

17.2 No specific assurances. WITHOUT LIMITING SECTION 17.1, THE COMPANY PARTIES DO NOT WARRANT THAT: (A) THE WEBSITE OR THE CONTENT IS ACCURATE, COMPLETE, RELIABLE, OR CURRENT; (B) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY DEFECT WILL BE CORRECTED; (D) THE WEBSITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (E) THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (F) ANY MESSAGE YOU SEND WILL BE RECEIVED, READ, KEPT SECURE, OR ANSWERED; OR (G) ANY COOKIE, DISPLAY OPTION, OR PRIVACY CHOICE WILL FUNCTION OR BE REMEMBERED ON YOUR DEVICE.

17.3 No warranty by statement. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM ANY COMPANY PARTY OR THROUGH THE WEBSITE CREATES ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THAT COMPANY PARTY.

17.4 Your risk. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK.

18. Limitation of Liability

18.1 Excluded damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NO COMPANY PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL, DATA, OR USE, ANY COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THE WEBSITE, THE CONTENT, THESE TERMS, ANY SUBMISSION, ANY COOKIE OR TRACKING TECHNOLOGY, ANY THIRD-PARTY WEBSITE OR SERVICE, ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR THE CONDUCT OF ANY THIRD PARTY.

18.2 Cap on liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ALL COMPANY PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE WEBSITE, THE CONTENT, OR THESE TERMS WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US $100).

18.3 Scope of the limits. THE LIMITS IN THIS SECTION 18 APPLY TO EVERY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY,

MISREPRESENTATION, AND STATUTE. THEY APPLY EVEN IF A COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. MULTIPLE CLAIMS DO NOT ENLARGE THE LIMITS.

18.4 Basis of the bargain. The Website is provided to you free of charge. The disclaimers and limits in Sections 17 and 18 are a fair allocation of risk and an essential basis of these Terms. We would not make the Website available without them.

18.5 Where limits are restricted. Some jurisdictions do not allow certain disclaimers or limits. In those jurisdictions, the liability of the Company Parties is limited to the greatest extent the law permits. Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

19. Indemnification

19.1 Your indemnity. To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless the Company Parties from and against all claims, demands, actions, investigations, liabilities, damages, judgments, settlements, fines, penalties, losses, costs, and expenses (including reasonable attorneys' fees, expert fees, and court and arbitration costs) arising out of or relating to: (a) your access to, use of, or misuse of the Website; (b) your breach or alleged breach of these Terms; (c) your Submissions or any information you provide to us; (d) your violation of any law or of any right of any person; (e) your negligence, misconduct, or fraud; or (f) any dispute between you and any third party in connection with the Website.

19.2 Control of the defense. We may, at our option, assume the exclusive defense and control of any matter subject to indemnification by you, at your expense. You agree to cooperate fully with our defense. You may not settle any such matter without our prior written consent. This Section 19 survives the end of your use of the Website.

20. Release

20.1 Release. To the fullest extent permitted by law, you release and forever discharge the Company Parties from all claims, demands, damages, losses, and liabilities of every kind, known or unknown, arising out of or relating to: (a) any third-party website, content, product, or service; (b) the acts or omissions of any third party, including other users and any hosting, infrastructure, software, analytics, or network provider; (c) your reliance on any Content; or (d) any interruption, suspension, or discontinuation of the Website or of your access to it.

20.2 California residents. If you are a California resident, you waive California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." To the fullest extent permitted by law, you also waive any comparable law of any other jurisdiction.

21. Dispute Resolution; Binding Arbitration; Class Action and Jury Trial Waiver

21.1 Agreement to arbitrate. Any dispute, claim, or controversy between you and any Company Party arising out of or relating to the Website, these Terms (including their formation, validity, enforceability, and scope), the Banner, the Privacy Policy, Cookies, any Submission, or any communication with us, under any legal theory (a "Dispute"), will be resolved only by final and

binding individual arbitration, and not in court, except as stated in Section 21.7. The Federal Arbitration Act (9 U.S.C. § 1 et seq.) governs this Section 21. **YOU SPECIFICALLY AUTHORIZE AND AFFIRMATIVELY AGREE TO THIS SECTION 21, INCLUDING THE CLASS ACTION AND JURY TRIAL WAIVER IN SECTION 21.5.**

21.2 Notice of Dispute. Before starting an arbitration or court proceeding, the party with a Dispute must send the other a written Notice of Dispute, signed by that party, describing the Dispute and the relief sought. Notices to us must be mailed to the address in Section 28, marked "Attention: Legal." The parties will then try in good faith to resolve the Dispute for 60 days. No arbitration or court proceeding may begin until that period ends, and filing deadlines are paused during it.

21.3 Arbitration procedure. The arbitration will be conducted by a single neutral arbitrator and administered by a nationally recognized arbitration provider that maintains published due-process standards for individual disputes (the "Provider"), under the Provider's rules for individual disputes as modified by these Terms. These Terms control over any conflicting rule. The party commencing arbitration will name a qualifying Provider in its demand. If the other party objects in writing within 14 days after receiving the demand, the parties will confer in good faith to agree on a Provider. If they have not agreed within 30 days after the objection, or if no qualifying Provider is available, either party may ask a court identified in Section 22.2 to appoint the arbitrator under Section 5 of the Federal Arbitration Act. The arbitrator so appointed will conduct the arbitration under the individual-dispute rules of a qualifying Provider, as modified by these Terms, or, if none is available, under procedures the arbitrator determines are fair and consistent with these Terms. The arbitration will take place in the county where you live or, at either party's election, by video, telephone, or written submissions. The arbitrator decides all questions about the scope, validity, and enforceability of this Section 21, except that only a court may decide questions about Sections 21.5 and 21.6. The arbitrator must apply these Terms, including Section 18, to the same extent a court would, and may award relief only to the individual party seeking it and only as needed to resolve that party's individual claim. Judgment on the award may be entered in any court with jurisdiction.

21.4 Fees. Arbitration fees are paid as the Provider's rules and applicable law require. Each party pays its own attorneys' fees and costs unless the law or these Terms provide otherwise, but the arbitrator may award fees and costs against a party whose claim or defense is frivolous.

21.5 Class action and jury trial waiver. YOU AND WE MAY BRING CLAIMS AGAINST EACH OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE PROCEEDING. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL, IN ARBITRATION OR IN COURT. If a court decides that the class action waiver cannot be enforced as to a particular claim or request for relief (including a request for public injunctive relief), only that claim or request will be decided in court under Section 22, and only after the arbitration of all other claims is complete.

21.6 Mass arbitration. If 25 or more similar arbitration demands are filed against any Company Party by or with the help of the same law firm or coordinated group, the parties agree to follow the Provider's published procedures for multiple-claimant arbitrations, including any staged or bellwether process, and to cooperate in good faith to resolve the remaining demands after the initial cases are decided. Filing deadlines are paused for demands awaiting their turn. Fees are paid when due under the Provider's rules and applicable law. If a demand subject to this Section 21.6 has not been resolved within 18 months after the awards in the initial staged or bellwether cases are issued, either party to that demand may withdraw it from arbitration and bring it as an individual action in a court identified in Section 22.2, and filing deadlines remain paused until 30 days after the withdrawal. Section 21.5 continues to apply to any such action.

21.7 Exceptions. Either party may bring an individual claim in small claims court. Either party may also seek injunctive relief in court to protect its intellectual property or to stop unauthorized access to, or misuse of, the Website.

21.8 Severability and survival. Except as stated in Section 21.5, if any part of this Section 21 is found unenforceable, the rest remains in effect. This Section 21 survives the end of your use of the Website.

22. Governing Law and Venue

22.1 Governing law. The laws of the State of Nevada, without regard to its conflict of laws rules, govern these Terms and every Dispute, except that the Federal Arbitration Act governs Section 21. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

22.2 Exclusive venue. Any Dispute that is not subject to arbitration, and any court proceeding these Terms permit, must be brought exclusively in the state courts located in Carson City, Nevada or in the United States District Court for the District of Nevada. You irrevocably consent to the personal jurisdiction of, and venue in, those courts, and you waive any objection to them, including any objection based on inconvenient forum.

22.3 Non-waivable rights. Nothing in these Terms deprives you of any mandatory legal protection of the place where you live that cannot be waived by contract.

23. Time Limit to Bring Claims

TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE MUST BE COMMENCED, BY SENDING A NOTICE OF DISPUTE UNDER SECTION 21.2, WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES. A DISPUTE THAT IS NOT COMMENCED WITHIN THAT PERIOD IS PERMANENTLY BARRED. This time limit does not apply to claims for infringement or misuse of intellectual property or for unauthorized access to, or misuse of, the Website.

24. Copyright Complaints

If you believe that material on the Website infringes a copyright that you own or control, send a written notice to the mailing address in Section 28, marked "Attention: Copyright," or by email to info@shelfpatrol.com. Your notice must include: (a) your physical or electronic signature; (b) identification of the copyrighted work; (c) identification of the material you claim is infringing and where it appears on the Website; (d) your name, mailing address, telephone number, and email address; (e) a statement that you have a good-faith belief that the use is not authorized by the copyright owner, its agent, or the law; and (f) a statement, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or are authorized to act for the owner. We may remove material and take any other action we consider appropriate. A person who knowingly makes a false claim of infringement may be liable for damages.

25. Use Outside the United States; Export and Sanctions

25.1 United States website. The Website is operated from the United States and is intended for users located in the United States. We make no representation that the Website is appropriate, lawful, or available elsewhere. If you access the Website from outside the United States, you do so on your own initiative, you are responsible for complying with your local laws, and you understand that

information you send, and information collected through Cookies, will be received and handled in the United States.

25.2 Export controls and sanctions. You represent that you are not located in a country or territory that is subject to a United States government embargo and that you are not on any United States government list of prohibited or restricted parties. You agree to comply with all applicable export control and sanctions laws.

26. Notice to California Users

Under California Civil Code Section 1789.3, California users are entitled to the following notice. The Website is provided by My Happy IT Inc., doing business as ShelfPatrol, 1805 N. Carson Street, Suite X-120, Carson City, NV 89701, email info@shelfpatrol.com. No charges are imposed for use of the Website. To resolve a complaint about the Website or to receive further information about its use, contact us at that address or email. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

27. General Provisions

27.1 Entire agreement. These Terms are the entire agreement between you and us regarding the Website. They supersede all prior and contemporaneous communications, understandings, and agreements regarding the Website, including all prior versions of these Terms. You confirm that you have not relied on any statement that is not set out in these Terms.

27.2 Severability. If any provision of these Terms is found unenforceable, it will be enforced to the greatest extent the law permits, or modified only as far as needed to make it enforceable, and the rest of these Terms will remain in full effect.

27.3 No waiver. Our failure or delay in enforcing any provision of these Terms is not a waiver of it. A waiver is effective only if it is in writing and signed by our authorized representative.

27.4 Assignment. You may not assign or transfer these Terms or any of your rights or obligations under them. We may assign or transfer these Terms freely, including in connection with a merger, acquisition, reorganization, or sale of assets. These Terms bind and benefit the parties' permitted successors and assigns.

27.5 Third-party beneficiaries. Each Company Party is an intended third-party beneficiary of these Terms and may enforce them directly. Otherwise, these Terms do not give rights to anyone who is not a party to them.

27.6 Equitable relief and enforcement costs. You agree that a breach of Section 8, 9, 10, or 11 may cause us irreparable harm for which money damages would not be an adequate remedy, and that we may seek injunctive or other equitable relief without posting a bond or proving actual damages. Our remedies are cumulative. To the fullest extent permitted by law, if we take action to enforce these Terms because of your breach, the prevailing party is entitled to recover its reasonable attorneys' fees, costs, and expenses in addition to any other relief.

27.7 Force majeure. We are not responsible for any failure or delay caused by events beyond our reasonable control, including natural disasters, acts of government, war, terrorism, labor disputes, cyberattacks, and failures of internet, hosting, power, or telecommunications services.

27.8 Interpretation. Headings are for convenience only and do not affect meaning. "Including" means "including without limitation." These Terms are not to be construed against the party that drafted them. The English-language version of these Terms controls over any translation.

27.9 Notices. We may give you notice by posting it on the Website, by displaying it in the Banner, or by sending it to any email address you have given us. Legal notices to us must be in writing and delivered to the mailing address in Section 28, and they are effective when we receive them. Except where these Terms expressly allow email, email alone is not valid notice to us.

27.10 Records. A printed version of these Terms, of any notice given in electronic form, and of any record of your acceptance is admissible in any judicial, arbitral, or administrative proceeding to the same extent as other business records originally kept in printed form.

27.11 Relationship of documents. If these Terms conflict with the Privacy Policy, the Banner, the Accessibility statement, or any other notice on the Website, these Terms control, except that the Privacy Policy controls as to the description of our information practices.

28. Contact Us

Notices of Dispute must be sent to us by mail. Questions about these Terms and copyright notices may be sent to us by email or by mail:

My Happy IT Inc., doing business as ShelfPatrol
Attention: Legal
1805 N. Carson Street, Suite X-120
Carson City, NV 89701

Email: info@shelfpatrol.com

Telephone: 775-249-0651

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