

TERMS OF SERVICE

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PLEASE READ THE FOLLOWING TERMS OF SERVICE ("AGREEMENT") CAREFULLY BEFORE PURCHASING, DOWNLOADING, INSTALLING, OR USING CARDCARTER. BY PURCHASING, DOWNLOADING, INSTALLING, ACCESSING, AND/OR USING THE CARDCARTER BROWSER EXTENSION AND ASSOCIATED SERVICE (COLLECTIVELY, THE "CARDCARTER PRODUCT"), YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, DO NOT PURCHASE, DOWNLOAD, INSTALL, OR USE THE CARDCARTER PRODUCT.

1. About CardCarter

CardCarter ("CardCarter," "we," "us," or "Licensor") is a product name under which the CardCarter browser extension and related service are offered. CardCarter is operated by an individual and is not a registered corporation, LLC, or other formal business entity. References in this Agreement to "CardCarter" refer to that individual operator acting under the CardCarter name.

2. Description of the CardCarter Product

CardCarter is a browser extension that allows a user to manually paste in a link to a product listing on a supported third-party retailer's website. When the user activates the extension on that link, CardCarter repeatedly attempts to add the listed product to the user's shopping cart on the retailer's site, and stops automatically once the attempt succeeds or the user stops it. CardCarter does not monitor product availability, does not send stock alerts or notifications, and does not complete checkout, enter payment information, or submit any purchase on the user's behalf. The user is solely responsible for identifying product links and completing checkout themselves.

3. License to the CardCarter Product

Subject to the terms and conditions of this Agreement, CardCarter grants the person or entity using the CardCarter Product ("Licensee," "you," or "your") a personal, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable license ("License") to download, install, and use the CardCarter browser extension, and to access and use the associated service, solely for Licensee's personal, non-commercial use, for as long as Licensee's plan or license remains active under Section 4 below. CardCarter may deliver updates to the CardCarter Product from time to time; if Licensee blocks or does not install such updates, the CardCarter Product's performance may degrade.

4. Plans, Billing, and License Keys

CardCarter is currently offered under the following plans: (i) a **Monthly** plan, billed on a recurring monthly basis in advance; and (ii) a **Lifetime** plan, billed as a single one-time payment granting continued access to the CardCarter Product for as long as it remains available, subject to this Agreement. Payments for both plans are processed by Lemon Squeezy, acting as our payment processor and merchant of record. Upon successful payment, Licensee will receive a license key, which must be entered into the CardCarter browser extension to activate it. Licensee's license key is personal to Licensee and may not be shared, sold, sublicensed, or transferred to any other person. CardCarter may deactivate a license key it reasonably believes is being shared or used in violation of this Agreement.

5. Refund Policy

ALL SALES ARE FINAL. CARDCARTER DOES NOT OFFER REFUNDS FOR ANY PURCHASE, WHETHER FOR THE MONTHLY PLAN OR THE LIFETIME PLAN, INCLUDING FOR PARTIALLY USED BILLING PERIODS, EXCEPT WHERE REQUIRED BY APPLICABLE LAW. Licensee may cancel a Monthly subscription at any time to stop future charges; cancellation stops future billing only and does not entitle Licensee to a refund of any amount already charged, including for the then-current billing period. Lifetime plan purchases are non-refundable in full once payment is completed.

6. Third-Party Websites & Retailers

The CardCarter Product interacts with third-party retail websites (such as Target, Walmart, Pokémon Center, and others). Licensee acknowledges that using automated software to access or attempt to add items to cart on these websites may violate their respective terms of service. CardCarter is not responsible if Licensee's account, IP address, or payment method on a third-party site is suspended, banned, restricted, or otherwise penalized as a result of using the CardCarter Product.

7. License Restrictions

Except as expressly permitted in this Agreement, Licensee agrees not to, and shall not permit or encourage any third party to: (i) sublicense, redistribute, sell, lease, lend, or rent the CardCarter Product, or make it available to any third party; (ii) share a license key with, or use a license key on behalf of, anyone other than Licensee; (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of the CardCarter Product; (iv) copy, modify, or create derivative works of the CardCarter Product, or use it to develop any product or service that is the same as, or substantially similar to, the CardCarter Product; (v) circumvent, disable, or otherwise interfere with security-related features of the CardCarter Product; (vi) take any action that imposes or may impose a disproportionately large load on CardCarter's or any third-party retailer's infrastructure; (vii) interfere with the integrity or proper working of the CardCarter Product; (viii) remove, alter, or obscure any proprietary notice on the CardCarter Product; (ix) use the CardCarter name or logo without prior written consent; or (x) use the CardCarter Product to violate any applicable law, or for any unlawful, harmful, or inappropriate purpose. Compliance with these restrictions is a condition of the License granted in Section 3.

8. Configuration and Results

Licensee is solely responsible for the links, timing, and settings they choose to use with the CardCarter Product, and for the outcome that results, including missed purchases, failed attempts, or incorrectly identified products.

9. Intellectual Property Rights

The CardCarter Product is licensed, not sold, under this Agreement. Licensee acknowledges that CardCarter retains all title, ownership rights, and intellectual property rights in and to the CardCarter Product, including any improvements, modifications, updates, and enhancements. CardCarter is not affiliated, associated, authorized, endorsed by, or in any way officially connected with The Pokémon Company International, Nintendo, or any retailer referenced or interacted with by the CardCarter Product.

10. Warranty Disclaimer

THE CARDCARTER PRODUCT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CARDCARTER DOES NOT WARRANT THAT (I) THE CARDCARTER PRODUCT WILL OPERATE ERROR-FREE OR UNINTERRUPTED, (II) ANY ERRORS WILL BE CORRECTED, OR (III) THE CARDCARTER PRODUCT WILL SUCCESSFULLY SECURE OR ADD TO CART ANY SPECIFIC PRODUCT, INVENTORY, OR ITEM.

11. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL CARDCARTER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF DATA, REVENUE, OR BUSINESS, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF, OR INABILITY TO USE, THE CARDCARTER PRODUCT. IN ANY EVENT, CARDCARTER'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY LICENSEE TO CARDCARTER IN THE THREE (3) MONTHS PRECEDING THE DATE OF THE CLAIM.

12. Indemnity

Licensee agrees to defend, indemnify, and hold harmless CardCarter from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising from Licensee's violation of this Agreement or violation of any third-party retailer's terms of service.

13. Term and Termination

This Agreement remains in effect for as long as Licensee holds an active Monthly subscription or a Lifetime license. CardCarter reserves the right, at any time, to discontinue or modify any aspect of the CardCarter Product, or to terminate this Agreement and Licensee's access to the CardCarter Product, without liability, including where Licensee has violated this Agreement. Upon termination, Licensee shall cease all use of the CardCarter Product.

14. Governing Law and Disputes

This Agreement, and any disputes between Licensee and CardCarter in connection with this Agreement or the CardCarter Product, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules. Licensee agrees to submit to the personal and exclusive jurisdiction of the courts located in Delaware.

15. General

This Agreement constitutes the entire agreement between Licensee and CardCarter concerning the CardCarter Product. CardCarter may modify this Agreement at any time by posting an updated version at this address or otherwise notifying Licensee. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of that provision shall not affect the validity of the remaining provisions.

LICENSEE EXPRESSLY ACKNOWLEDGES THAT LICENSEE HAS READ THIS AGREEMENT AND UNDERSTANDS THE RIGHTS, OBLIGATIONS, TERMS, AND CONDITIONS SET FORTH HEREIN. BY PURCHASING, DOWNLOADING, INSTALLING, ACCESSING, OR USING THE CARD CARTER PRODUCT, LICENSEE EXPRESSLY CONSENTS TO BE BOUND BY THE TERMS OF THIS AGREEMENT.