

Terms and Conditions

Terms and Conditions for Shophook

Last Updated: 01 Feb. 26

1. Introduction

Welcome to **Shophook** ("Company", "we", "our", "us"). These Terms and Conditions ("Terms") govern your use of the Shophook website and our software-as-a-service (SaaS) platform (collectively, the "Service"), which allows users to build, manage, and host online eCommerce stores.

By registering for an account or using Shophook, you agree to be bound by these Terms. If you do not agree, you may not use the Service.

2. Definitions

- **"Merchant" or "User":** You, the entity or individual creating an online store using Shophook.
- **"End Customer":** The individuals who purchase goods or services from a Merchant's Shophook-powered store.
- **"Your Store":** The online eCommerce presence you create using our wizard and tools.

3. Account Registration & Security

- **Eligibility:** You must be at least 18 years old or the age of majority in your jurisdiction to use Shophook.
- **Account Security:** You are responsible for maintaining the confidentiality of your login credentials. You are responsible for all activities that occur under your account.

- **True Information:** You agree to provide accurate, current, and complete information during the registration process.

4. Use of the Service

Shophook provides a "wizard" style interface and management tools to help you create an eCommerce store. You acknowledge that:

- **Platform Nature:** Shophook provides the infrastructure (hosting, design tools, dashboard), but **you** are the seller of record for all products you list.
- **Prohibited Activities:** You may not use Shophook to sell illegal goods, solicit unlawful services, or host content that infringes on third-party intellectual property rights.
- **Compliance:** You are solely responsible for ensuring your store complies with all applicable laws (e.g., consumer protection, tax laws, data privacy) in the jurisdictions where you sell.

5. Subscription, Fees, and Payments

- **Subscription Plans:** Shophook offers various subscription tiers (e.g., Monthly, Annual). You agree to pay the fees associated with your selected plan.
- **Billing:** Payments are billed in advance. Your subscription will automatically renew unless cancelled prior to the renewal date.
- **Transaction Fees:** If applicable, Shophook may charge a transaction fee on sales made through your store, as detailed in your plan's pricing schedule.
- **Refunds:** Not applicable

6. Merchant Responsibilities

- **Disputes with End Customers:** You are solely responsible for your interactions with your End Customers, including processing orders, fulfilment, returns, and customer support. Shophook is not a party to the transactions between you and your buyers.
- **Taxes:** You are responsible for collecting and remitting all applicable taxes (sales tax, VAT, GST) associated with sales made through your store.

7. Intellectual Property

- **Shophook Rights:** We own all rights, title, and interest in the Shophook platform, including our logo, the "wizard" interface, software code, and design templates.
- **Your Content:** You retain ownership of the data, product images, and content you upload to your store. However, you grant Shophook a worldwide, royalty-free

license to host, display, and distribute this content solely for the purpose of providing the Service to you.

8. Third-Party Integrations

Shophook may integrate with third-party services (e.g., payment gateways like Stripe/PayPal, shipping providers). Your use of these third-party services is governed by their respective terms and conditions. Shophook is not liable for issues arising from third-party services.

9. Termination

- **By You:** You may cancel your account at any time via the dashboard.
- **By Us:** We reserve the right to suspend or terminate your account immediately, without notice, if you violate these Terms (e.g., selling prohibited items, non-payment of fees).

10. Limitation of Liability

To the maximum extent permitted by law, Shophook shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or goodwill, resulting from:

- Your access to or use of (or inability to use) the Service.
- Any unauthorized access to our servers or your personal information.
- Any bugs, viruses, or trojan horses transmitted through the Service.

11. Disclaimer of Warranties

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. We do not guarantee that your store will generate sales, nor do we guarantee that the Service will be uninterrupted or error-free.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of **[Insert Your Country/State]**, without regard to its conflict of law provisions.

13. Contact Information

For any questions regarding these Terms, please contact us at:

- **Email:** support@pilmobi.com
- **Address:** 60 Burger Avenue, Lyttleton Manor, Centurion, South Africa

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