

Shop'in Terms of Service

Last Updated: April 1, 2025

Welcome to Shop'in, a mobile application designed to enhance your online shopping experience through virtual try-on technology, personal closet features, and social sharing capabilities. These Terms of Service ("ToS" or "Agreement") govern your access to and use of Shop'in (the "App"), operated by [Your Company Name] ("we," "us," or "our"). By downloading, accessing, or using the App, you agree to be bound by these ToS. If you do not agree, please do not use the App.

1. Acceptance of Terms

1.1 Eligibility: You must be at least 18 years old or have parental consent to use the App. By using Shop'in, you represent that you meet these eligibility requirements and that all information you provide is true, accurate, and complete.

1.2 Updates: We may update these ToS from time to time. Material changes will be notified via in-app alerts or email. Your continued use of the App after updates constitutes acceptance of the revised ToS.

2. Description of Services

Shop'in offers the following features:

- **Virtual Try-On:** Use your device's camera or uploaded photos to visualize clothing in real-time and select appropriate sizes.
- **Personal Closet:** Save favorite items, create outfits, and manage your shopping preferences.
- **Social Features:** Share outfits, connect with friends, post content (one post per day), and view friends' closets.
- **Retailer Integration:** Redirect to third-party retailer websites to complete purchases.
- **Future Features:** Plans for users to discover styles and build clothing brands within the App.

We reserve the right to modify, suspend, or discontinue any feature at our discretion, subject to applicable law.

3. User Accounts and Responsibilities

3.1 Account Creation: To access certain features, you must create an account with a valid email address, username, and password. You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account.

3.2 Accuracy: You agree to provide accurate and current information and to notify us of any changes. We may suspend or terminate accounts with false information.

3.3 Security: Notify us immediately at shopinhelp101@gmail.com if you suspect unauthorized access to your account.

4. In-App Purchases and Refund Policy

4.1 Purchases

Shop'in may offer in-app purchases, including premium features, virtual items, and subscriptions (e.g., enhanced closet storage or exclusive try-on filters). All in-app purchases are processed securely through the Apple App Store and are subject to Apple's payment terms and conditions.

4.2 Refund Policy

All in-app purchases are considered final. However, refunds may be issued under limited circumstances, as required by applicable law or as determined by Apple's refund policies. If you believe you are entitled to a refund, you should initiate your request through Apple Support. We do not process payments or refunds directly.

- Refunds for accidental purchases or dissatisfaction are not guaranteed.
- Apple may process refunds in accordance with their own policies, which take precedence.
- Account terminations due to Terms of Service violations are not eligible for refunds.

4.3 Legal Compliance

- **United States:** In accordance with Federal Trade Commission (FTC) guidelines and Apple's App Store policies, we clearly disclose our refund terms and comply with applicable consumer protection laws.

- **European Union:** Under the Consumer Rights Directive (2011/83/EU), digital content becomes non-refundable once delivery begins with user consent. By completing the purchase, you consent to this.

- **Other Jurisdictions:** We comply with regional laws, such as Australia's Consumer Law (ACL), which may provide limited refund rights for defective digital goods. For inquiries, contact us at shopinhelp101@gmail.com.

4.4 Pricing and Changes

Prices for in-app purchases may change at our discretion. We will notify you via the App or by email before any price increases affecting existing subscriptions. Pre-orders will be charged upon delivery unless canceled before availability.

5. Social Media and User-Generated Content

5.1 Content Ownership: You retain ownership of content you post (e.g., outfit photos, comments) but grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, display, and distribute your content for the purpose of operating and promoting the App.

5.2 Content Rules: You agree not to post, upload, or share content that:

- Is unlawful, defamatory, obscene, hateful, or infringes on intellectual property rights.
- Contains nudity, violence, or harmful material.
- Promotes or facilitates cybercrimes, including but not limited to:
 - Hacking or attempting to gain unauthorized access to Shop'in systems, user accounts, or third-party services.
 - Distributing malware, viruses, or other harmful code.
 - Engaging in phishing, fraud, or identity theft (e.g., posting deceptive links or impersonating others).
 - Spamming or sending unsolicited messages through comments, captions, or friend requests.
- Violates our Community Standards, including hate speech, harassment, or any content that endangers the safety or security of the App or its users.
- You further agree not to engage in any activity that disrupts or interferes with the App's functionality, security, or performance, such as launching denial-of-service attacks or exploiting vulnerabilities.
- Violation of these rules may result in content removal, account suspension, or termination, as outlined in Section 5.3, and may be reported to law enforcement where required by law.

5.3 Moderation:

- **Content Review:** All user-generated content, including posts, captions, comments, and images, is subject to moderation to ensure compliance with our Community Standards. We aim to maintain a safe and respectful environment for all users.
- **Caption and Comment Moderation:** Captions and comments accompanying posts are automatically processed through the **Perspective API**, an automated tool designed to detect and filter out inappropriate content, such as hate speech, threats, harassment, or obscenity. Content flagged by the API may be removed or subject to further manual review.
- **Image Moderation:** All images uploaded to the App are analyzed using **Google Cloud Vision**, an automated image analysis tool, to identify and prevent the posting of inappropriate content, including nudity, hate symbols, violence, or other material that violates our Community Standards. Images flagged by Google Cloud Vision are subject to manual review by our moderation team.
- **Enforcement:** Inappropriate content, whether detected automatically or reported by users, will be removed promptly. Users who post such content may receive warnings, and repeated violations may result in account suspension or termination, as determined

by our moderation team. Suspended users may appeal within 30 days by contacting shopinhelp101@gmail.com.

- **Transparency:** We strive to apply our moderation policies consistently and fairly, in compliance with applicable laws, such as the EU's Digital Services Act (Regulation (EU) 2022/2065) and the U.S. Communications Decency Act (47 U.S.C. § 230).

5.4 Social Features:

- **Friend Requests:** You may send and accept friend requests to view closets and posts. Friends can interact with your content unless blocked.
- **Blocking:** Use the "Blocked Users" section to block users, preventing them from accessing your profile or content (except your profile picture).
- **Reporting:** Report violations via the App. We review reports and may remove content or suspend accounts per our Community Standards.

5.5 Compliance with Social Media Laws:

- **United States:** We comply with the Communications Decency Act (47 U.S.C. § 230), which limits our liability for user-generated content, and COPPA (15 U.S.C. § 6501–6506), prohibiting data collection from minors under 13 without parental consent.
 - **European Union:** We adhere to the Digital Services Act (Regulation (EU) 2022/2065), requiring transparency in content moderation and user reporting mechanisms.
 - **Global:** We align with platform-neutral content moderation standards, ensuring fair and consistent enforcement.
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6. Privacy and Data Protection

6.1 Privacy Policy: Your use of the App is subject to our Privacy Policy, available at [\[insert link\]](#). The Privacy Policy details how we collect, use, and share your data, including photos for virtual try-ons, geolocation, and analytics.

6.2 Data Compliance:

- **GDPR (EU/UK):** If you're in the EU or UK, you have rights to access, correct, delete, or restrict your data under Regulation (EU) 2016/679 and the UK Data Protection Act 2018.
- **CCPA/CPRA (California):** California residents have rights to know, delete, and opt out of data sales under the California Consumer Privacy Act (Cal. Civ. Code § 1798.100 et seq.).
- **COPPA (U.S.):** We do not knowingly collect data from users under 18 without parental consent, per 15 U.S.C. § 6501–6506.
- **Other Laws:** We comply with Canada's PIPEDA, Australia's Privacy Act 1988, and other applicable data protection laws based on your location.

6.3 Photo Data: Photos uploaded for virtual try-ons are processed temporarily and deleted after the session. We do not store or share photo data beyond this purpose, per our Privacy Policy.

7. Third-Party Retailers and AI Providers

7.1 Retailer Redirects: Shop'in redirects you to third-party retailer websites to complete purchases. We do not process payments or handle orders and are not liable for retailer practices, product quality, or disputes. Retailer transactions are governed by their terms and privacy policies.

7.2 AI Technologies: Our virtual try-on and other features use third-party AI providers (e.g., Google Cloud AI). Data shared with these providers is processed per our Privacy Policy and their agreements, ensuring robust security.

7.3 Liability Disclaimer: We are not responsible for:

- Inaccuracies in retailer product information.
 - Losses from third-party website use.
 - AI provider errors or data breaches, though we select providers with strong security standards.
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8. Intellectual Property

8.1 Our IP: The App, including its design, code, and branding, is owned by [Your Company Name] and protected by U.S. and international copyright, trademark, and patent laws (e.g., 17 U.S.C. § 101 et seq.).

8.2 User IP: You grant us a license to use your content as described in Section 5.1. You represent that you have rights to post content and that it does not infringe third-party IP.

8.3 Infringement: Report suspected IP violations to shopinhelp101@gmail.com. We comply with the Digital Millennium Copyright Act (17 U.S.C. § 512) for takedown requests.

9. Limitation of Liability and Indemnification

9.1 Disclaimer: The App is provided “as is” without warranties, express or implied, including for merchantability or fitness for a particular purpose, to the extent permitted by law (e.g., Uniform Commercial Code in the U.S.).

9.2 Limitation: To the fullest extent permitted by law, we are not liable for indirect, incidental, special, or consequential damages arising from your use of the App, including loss of data, profits, or third-party disputes.

9.3 Indemnification: You agree to indemnify and hold harmless [Your Company Name], its affiliates, and employees from claims, damages, or liabilities arising from:

- Your violation of these ToS or applicable laws.
 - Your content or interactions with other users.
 - Disputes with third-party retailers or services accessed via the App.
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10. Termination and Account Deletion

10.1 By You: You may stop using the App at any time. To permanently delete your account, please contact us at shopinhelp101@gmail.com with a request to delete your account. Upon receiving your request, we will:

- **Permanently Delete All Account Data:** This includes all personal information, content (e.g., posts, saved closet items, comments), and any additional virtual try-ons or other features purchased through in-app purchases. Once deleted, this data cannot be recovered or restored under any circumstances.
- **No Further Access:** After deletion, you will no longer be able to access your account, including any purchased try-ons or other premium features. This action is irreversible.
- **Non-Refundable Purchases:** As stated in Section 4.2, all in-app purchases, including additional virtual try-ons, are non-refunded. You will not receive a refund for any unused try-ons or other purchased features upon account deletion, except where required by applicable law (e.g., EU Consumer Rights Directive 2011/83/EU or Australia's Consumer Law for faulty goods).

10.2 By Us: We may suspend or terminate your account and access to the App, with or without notice, for reasons including but not limited to:

- Violating these ToS or our Community Standards (e.g., posting inappropriate content).
- Engaging in fraudulent activity, misuse of the App, or actions that harm other users or the platform.
- Compliance with legal obligations or requests from law enforcement.

Upon termination by us:

- **Permanent Deletion of Data:** All data associated with your account, including personal information, content, and purchased virtual try-ons, will be permanently deleted from our active databases, except as required to be retained for legal purposes (e.g., fraud prevention or dispute resolution).

- **Loss of Access:** You will lose all access to your account and its features, including any unused virtual try-ons or premium features, with no possibility of reinstatement.
- **No Refunds:** No refunds will be provided for any unused in-app purchases, including additional virtual try-ons, as outlined in Section 4.2, unless mandated by applicable law.

10.3 Process and Timing: Account deletion requests will be processed within a reasonable timeframe, typically within [e.g., 30 days], subject to verification of your identity. Some data may be retained in backups for a limited period as required by law or for technical reasons, but it will be securely isolated and deleted as soon as feasible. We comply with data deletion obligations under laws such as GDPR (Article 17), CCPA (Cal. Civ. Code § 1798.105), and other applicable regulations.

10.4 No Liability for Deletion: You acknowledge that account deletion, whether initiated by you or us, results in the permanent loss of all associated data and purchases. We are not liable for any loss of access, data, or purchased features following deletion or termination, and you waive any claims related to such loss.

11. Governing Law and Dispute Resolution

11.1 Governing Law: These ToS are governed by the laws of [Your State/Country, e.g., California, USA], without regard to conflict of law principles, except where local laws (e.g., EU consumer protections) apply.

11.2 Dispute Resolution:

- **Informal Resolution:** Contact us at shopinhelp101@gmail.com to resolve issues before escalating.
- **Arbitration:** Disputes not resolved informally will be settled by binding arbitration under the American Arbitration Association (AAA) rules in [Your City/State], except where prohibited by law (e.g., EU small claims courts).
- **Class Action Waiver:** You waive the right to participate in class action lawsuits against us, per applicable law.

12. Compliance with Apple App Store Guidelines

12.1 Apple Terms: Your use of the App via the Apple App Store is subject to Apple's Media Services Terms and Conditions (available at apple.com/legal). Apple is not a party to these ToS and is not responsible for the App's content or support.

12.2 Refunds via Apple: In-app purchase refund requests must be directed to Apple per their policies. We do not control Apple's refund decisions.

12.3 Third-Party Beneficiary: Apple is a third-party beneficiary of these ToS and may enforce them against you for App Store-distributed versions of the App.

13. Contact Us

For questions, complaints, or requests, contact us at:

- **Email:** shopinhelp101@gmail.com
- **Address:** [Your Company Address, if applicable]

We aim to respond within [e.g., 7 business days].

14. Miscellaneous

14.1 Entire Agreement: These ToS and our Privacy Policy constitute the entire agreement between you and us, superseding prior agreements.

14.2 Severability: If any provision is unenforceable, the remaining provisions remain in effect.

14.3 Waiver: Our failure to enforce a provision does not waive our right to do so later.

14.4 Assignment: You may not assign these ToS without our consent. We may assign them in connection with a business transfer.

15. Advertisements

15.1 Presence of Advertisements: Shop'in may display advertisements within the App to support our services. These ads may promote clothing brands, retailer products, or other services relevant to your shopping experience. Ads may appear in various formats, such as banners, pop-ups, or integrated content, and may be personalized based on your interactions with the App (e.g., try-on activity, closet items, or regional trends), as outlined in our Privacy Policy.

15.2 Third-Party Ad Networks: We partner with third-party ad networks and providers (e.g., Ad Networks or Affiliate Marketing Programs) to deliver advertisements. These third parties may use cookies, pixels, or other tracking technologies to serve ads and collect data, such as device identifiers or usage patterns, subject to their own privacy policies. We are not responsible for the content, accuracy, or practices of third-party ads or the websites they link to. You acknowledge that clicking on ads may redirect you to external sites outside our control.

15.3 User Consent and Controls:

- By using Shop'in, you consent to receiving advertisements, including targeted ads based on your data, as described in our Privacy Policy.

- You may manage ad preferences through your device settings (e.g., enabling App Tracking Transparency on iOS to limit tracking) or by opting out of personalized ads where available, as outlined in our Privacy Policy. Note that opting out of personalized ads does not remove all ads but may result in less relevant advertisements.
- For users in the EU, UK, or California, you have additional rights to opt out of data sharing for advertising purposes under GDPR (Article 7), UK Data Protection Act 2018, or CCPA (Cal. Civ. Code § 1798.120). Contact us at shopinhelp101@gmail.com to exercise these rights.

15.4 Ad Content Standards: We strive to ensure that advertisements comply with our Community Standards, meaning they should not contain hateful, obscene, or misleading content. However, as ads are provided by third parties, we cannot guarantee their accuracy or appropriateness in all cases. If you encounter an inappropriate ad, please report it to shopinhelp101@gmail.com, and we will review it with our ad partners.

15.5 Impact of Account Deletion: As stated in Section 10, deleting your account permanently removes all associated data, including information used for personalized advertisements. After deletion, you will no longer receive targeted ads from Shop'in based on your account activity. However, third-party ad networks may retain anonymized or aggregated data per their policies, over which we have no control.

15.6 Liability Disclaimer: We are not liable for:

- The content, quality, or outcomes of advertisements or advertised products/services.
- Any loss, damage, or dissatisfaction resulting from your interaction with ads or third-party advertisers.
- Disputes arising from purchases or engagements initiated through ads. Such matters are governed by the advertiser's terms and conditions.

15.7 Compliance with Advertising Laws:

- **United States:** We comply with FTC guidelines on advertising disclosures (16 CFR Part 255) and ensure transparency in ad practices.
- **European Union:** We adhere to the ePrivacy Directive (2002/58/EC) and GDPR for consent-based ad tracking.
- **California:** We disclose data sharing for ads per CCPA/CPRA and provide opt-out options.
- **Global:** We align with local laws, such as Canada's Anti-Spam Legislation (CASL) for ad communications and Australia's Spam Act 2003.