# **Five Thrive Terms of Service**

Please read these terms of service ("terms", "terms of service") carefully before using Five Thrive's Shopify integration application (the "service") operated by Five Thrive, LLC ("us", 'we", "our").

#### **Conditions of Use**

We will provide their services to you, which are subject to the conditions stated below in this document. Every time you visit this website, use its services, or make a purchase, you accept the following conditions. Therefore, we urge you to read them carefully.

### **Privacy Policy**

Before you continue using our software, we advise you to read our privacy policy regarding our user data collection. It will help you better understand our practices.

### **Intellectual property**

You agree that all materials, products, and services provided on this website are the property of Five Thrive, LLC, its affiliates, directors, officers, employees, agents, suppliers, or licensors including all copyrights, trade secrets, trademarks, patents, and other intellectual property. You also agree that you will not reproduce or redistribute the Five Thrive's intellectual property in any way, including electronic, digital, or new trademark registrations.

You grant Five Thrive a royalty-free and non-exclusive license to display, use, copy, transmit, and broadcast the content you upload and publish. For issues regarding intellectual property claims, you should contact the company in order to come to an agreement.

# License to use the service

You have a non-exclusive, limited, non-transferable, and revocable license to use the materials available on this website. The materials may not be used for any other purpose, and the license gets terminated the moment you stop using the website.

# **Validation of functionality**

Due to the nature of the customizability of the Shopify platform, you accept responsibility to ensure that the software provided by Five Thrive does not adversely conflict with your storefront. It is impossible to predict every possible custom set up so it is your responsibility to validate the critical functions of your shop are still working post installation.

#### **Communications**

The entire communication with us is electronic. Every time you send us an email or visit our website, you are going to be communicating with us. You hereby consent

to receive communications from us. If you subscribe to the news on our website, you are going to receive regular emails from us. You also agree that all notices, disclosures, agreements, and other communications we provide to you electronically meet the legal requirements that such communications be in writing.

# **Applicable Law**

By visiting this website, you agree that the laws of Arizona, without regard to principles of conflict laws, will govern these terms of service, or any dispute of any sort that might come between Five Thrive and you, or its business partners and associates.

### **Disputes**

Any dispute related in any way to your visit to this website or to products you purchase from us shall first be addressed outside of legal means. If an agreement cannot be reached, the matter will be arbitrated by state or federal court in Arizona and you consent to exclusive jurisdiction and venue of such courts.

# **Analytics account**

You are responsible for the maintenance and ownership of your connected analytics account.