

Agile Shopping Systems and Software

Terms of Use

The Agile Shopping System was developed to answer the actual functionality and specifics of an operating business in a complex, multi-site and multi-location, multi-product environment with no appropriate replacements available. Biogenic Stimulants, Inc. took to the task of developing what resulted in a very capable system answering not only every aspect of a contemporary shopping system, but much more than that: multiple domains and web sites, no limitation of layouts, not bound by templates, install and operate with no hidden dependencies or fees, and get this: full analytical abilities of shopping behavior (de-identified), and every imaginable option for product or service offering and logistical situation.

Welcome to Agile Shopping Systems and Software referred to from now on for convenience as (“Agile Shopping”) represented by its officers, personnel, consultants and engineers. We have summarized our positions on the use of our web sites, services, software, applications, download areas, blogs, chats, social sites, support sites, product information, materials in visual and reading form, and content in digital form collectively called (“Services”). This is a contract between you and Agile Shopping for the use of our Services.

1. Accepting the terms

The Agile Shopping system and resources are in general located at the web site <https://www.agile-shopping.com> and/or associated web sites. Services are rendered and delivered by electronic means, but we can be contacted physically by conventional means in Las Vegas, Nevada, 89135 United States. Agile Shopping is a Nevada, U.S.A. based and you agree to be bound by the terms and conditions of this agreement, and the laws of the United States.

Please read these Terms of Use when using the Services. By accessing and using the Services users also referred to as persons acknowledge and agree to abide by these terms and conditions. If you do not agree to accept any and all terms and conditions, you are prohibited from using the Services. You may only use the Services if you can form a binding contract with Agile Shopping and are not legally prohibited entering into such contract. Accessing the Services is an initiative of the person and it is that person’s responsibility to comply with all applicable laws at that person’s jurisdiction.

2. Modifications of this agreement and Terms of use

We reserve the right to modify as needed any part of this agreement. Latest version of the current agreement governing our relationship with users of Services is published and accessible on the web site. It is user’s responsibility to familiarize themselves with the latest Terms of Use. The user of our Services is acknowledging explicitly that they have reviewed latest version of the agreement and are bound by its terms and conditions. We may specifically ask users to confirm acceptance of the terms of this agreement. If we have not specifically asked by direct contact use of the Services constitutes acceptance of the terms and conditions herein.

3. Using of the Service notice

The Services and Software are copyrighted by Agile Shopping and/or its parent entities, or suppliers. The Software is made available for download upon persons with interest in owning and operating the Software agree on the Terms of Use and End User License Agreement (“EULA”).

Services are for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.

You agree that no unlawful purpose or prohibited action will be affected as a result of your use of Services with purpose that is unlawful or prohibited by these Terms of Use. You also agree that Agile Shopping retains all legal rights, title and interest in Services including trade names, trade and service marks and/or internet related assets, whether formally registered in your jurisdiction or not. Agile Shopping does not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information.

Elements of Agile Shopping's Services are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any Service may be copied or retransmitted unless expressly permitted by Agile Shopping.

3.1. Changes of services and limitations

Services offered by Agile Shopping change frequently, and functions and functionalities of Software, may and will change. We reserve the right to make changes to Services and Software without limitations and without notices. We reserve the right to change, suspend, modify, or discontinue Services or any related information at any time including availability of product, or features. Agile Shopping does not assume any commitments to timely update information pertaining to the Services.

Agile Shopping does not warrant the accuracy or completeness of the information or content of the Services, and it is hereby acknowledged that Services may contain technical inaccuracies or typographical errors.

Agile Shopping makes no representations about the suitability of the information contained in the documents published as part of the Services for any purpose. All such documents are provided "as is" without warranty of any kind. Agile Shopping hereby disclaims all warranties and conditions with regard to this information, including all warranties and conditions of merchantability, whether express, implied or statutory, fitness for a particular purpose, title and non-infringement. In no event shall Agile Shopping be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of the Services.

4. Description of software

Agile Shopping has developed a collection of computer installable programs referred to as ("Software") facilitating different aspects of what is commonly known as shopping system – interface for displaying on web sites and offline means, units of items, pricing and buttons adding items to shopping basket; a Shopping basket as means for further advancing in a shopping process to allow acceptance of item selection, screens for entering information as billing and delivery addresses, selecting logistical methods and payments.

Agile Shopping may make changes to specifications and Services at any time without notice, and any reliance on present or absent features or specifications does not make Agile Shopping liable or responsible for assumed or intended by users features, benefits or uses for particular purpose.

The Services and Software offered by Agile Shopping may contain defects or errors, or may not function as per specification. Agile Shopping does not assume any liability or responsibility for any such deviations from specifications.

4.1. Licensing the software

The Software is named and branded as Agile Shopping System. The Software consists of main license and features licenses. Main license allows operation of a single web site with all common features for facilitating a sale of product or service. Additional features expanding functionality of main license are available with option to purchase. Obtaining main license is required in order for additional features licenses to function.

A licensee is able to make a selection of main license, or combination with other optional licenses as shown in the Pricing section of the web site at once, or, to expand license in the future by adding more features to previously obtained licenses. Once a license is obtained against payment, whether it is main license, or additional license it is permanently owned by licensee to operate. Restrictions apply to any changes or modifications to Software as defined elsewhere in this agreement and EULA.

Licensee shall indemnify and hold harmless Agile Shopping and its officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of Licensee's use and operation of Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted to licensee.

4.2. Use of the Software

Software consisting of main license and optional licenses expanding features is available for download upon selection of features and making a payment. The software use is governed by EULA included with the Software. Main license and/or additional license are obtained with permanent license to use. Sole use of the software is permitted only to end user who has obtained it against payment. We strongly advise that persons do not obtain this software on behalf of others. Copying, reproduction, or redistribution of this software except as permitted by EULA is prohibited, and any and all rights of licensor will be enforced to maximum extent allowed by law.

This software has license validation feature and may malfunction on servers, domains, web sites, or IP addresses not specifically authorized to run it. Switching domain, web site or IP addresses may require relicensing, which is usually granted upon confirmation of legitimacy of copy being relicensed.

Warranties, if any, are granted only according to the terms of the EULA. Except as warranted in EULA Agile Shopping hereby disclaims all warranties and conditions with regard to the software, including all warranties and conditions of merchantability, whether express, implied or statutory, fitness for a particular purpose, title and non-infringement. No assurances with regard to the accuracy of the results or output that derives from such use.

4.3. Security of information from software operation

Agile Shopping System is designed so that any and all information collected from use of Software is in control and at the disposal of the licensee. No information from the use and operation of the Software is stored, available or accessible elsewhere, but on the licensee operated hardware and associated web sites or domains. Agile Shopping does not assume any liability or responsibility related to licensee's operation and use of the Software and protection of information collected during operation.

5. Registration and security of information

As a requirement in order to provide Services Agile Shopping will have to create an account for licensee and obtain and maintain relevant information. Licensee agrees to provide accurate and complete information, and to maintain the information updated as it changes.

Agile Shopping exercises utmost care for protection of proprietary information. Please refer to our Privacy Notice for use and handling of information.

6. Privacy

The information that Agile Shopping collects is customary information in a sale transaction such as business name, individual's names, complete address according to country location of the licensee, telephone number, facsimile number if any, email. Web site name, IP address and other operational information will be collected in order to ensure full functionality of Software based on licensed features. Please review our Privacy Policy regarding our handling of such collected information.

7. Termination of relationship and deletion of information

Upon termination of a relationship licensee retains license and functionality of Software. Termination of relationship does not preclude licensee from abiding by the terms and conditions set in place by this agreement, and any and all provisions preserving the rights of licensor will remain in full force and effect.

The Software is a collection of computer programs that are downloaded and stored on local computer, or web server by the licensee. Once a license is purchased information and payment are exchanged and complete set of programs according to type of license is provided to licensee by means of download. For the Software to function it must be installed on web server. We maintain and check licensing information, and therefore, need to retain collected during the exchange information for long periods of time. We generally will retain sales information as required by law, and will retain licensing information for long time, which cannot be reasonably specified.

8. Developers and resellers

As of this Terms of Use we do not make available open source code of this software, and no development of existing code is allowed. Agile Shopping does not rely on resellers for marketing of the Software.

9. Reverse engineering

Users of the Services are prohibited from reverse engineering, decompiling, disassembling or otherwise attempting to discover the source code of all or any portion of the Services in compiled or object code format except to the extend you may be expressly permitted to decompile under applicable law.

10. Trademarks and service marks

The Agile Shopping is a service of Biogenic Stimulants, Inc. and any and all rights pertaining to the service remain with its owner whether registered, or claimed on first use basis.

The Agile Shopping System and Software and its logo are trademarks of Biogenic Stimulants, Inc. whether registered in particular jurisdiction or not, or claimed on first use basis.

11. Unsolicited ideas

Agile shopping or its employees or associates do not accept unsolicited ideas including ideas for new advertising campaigns, new promotions, new products or technologies, processes, materials, marketing plans or new product names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes.

12. Unlawful use of services

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Services in any manner that could damage, disable, overburden, or impact Agile Shopping. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

13. Warranty disclaimer, services available on "AS IS" basis

Your access to and use of the Services is at your own risk. YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING, TO THE FULL EXTENT PERMITTED BY LAW, AGILE SHOPPING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Agile Shopping makes no representations or warranties of any kind with respect to the Services, including any representation or warranty that the use of the Services will (a) be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system, or data, (b) meet your requirements or expectations, (c) be free from errors or that defects will be corrected, or (d) be free of viruses or other harmful components. No advice, communication or information, whether oral or written, obtained from Agile Shopping or through the Services, will create any warranty not expressly made herein.

14. Time limitation on claims and releases from liability

You agree that any claim you may have been arising out of or related to this Agreement or your relationship with Agile Shopping must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

You further release, to the fullest extent permitted by law, Agile Shopping and its employees, agents, consultants, directors, shareholders, any other person or entity that directly or indirectly controls, is under common control with, or is directly or indirectly controlled by, Agile Shopping from responsibility, liability, claims, demands, and/or damages (actual and consequential) of every kind and nature, known and unknown including but not limited to claims of negligence.

15. Limitation on liability

To the maximum extent permitted by applicable law, Agile Shopping and its affiliates shall not be liable for: (a) any indirect, incidental, exemplary punitive, or consequential damages of any kind whatsoever; (b) loss of: profits, revenue, data, use, goodwill, or other intangible losses; (c) damages relating to your access to, use of, or inability to access or use the services; (d) damages relating to any conduct or content of any third party using the services, including without limitation, defamatory, offensive or illegal conduct or content; and/or (e) damages in any manner relating to any content. This limitation applies to all claims, whether based on warranty, contract, tort, or any other legal theory, whether or not Agile Shopping has been informed of the possibility of such damage, and further where a remedy set forth herein is found to have failed its essential purpose.

To the maximum extent permitted by applicable law, the total liability of Agile Shopping and its affiliates, for any claim under this agreement, including for any implied warranties, is limited to the greater of one hundred dollars (us \$100.00) or the amount you paid us to use the applicable service(s).

16. Termination

Either party may terminate this Agreement at any time by notifying the other party. Agile Shopping may terminate or suspend your access to or ability to use any and all Services immediately, without prior notice or liability, for any

reason or no reason, including but not limited to if you breach any of the terms or conditions of Terms of Use. In particular, Agile Shopping may immediately terminate or suspend Accounts that have been flagged for copyright or trademark infringements.

Upon termination of your access to or ability to use a Service, your right to use or access that Service will immediately cease. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability. Termination of your access to and use of the Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability that you otherwise may have to Agile Shopping or any third party.

17. Choice of law and venue

You and Agile Shopping agree that we will resolve any claim or controversy at law or equity that arises out of Services in accordance with this Section or as you and Agile Shopping otherwise agree in writing. We encourage you to contact us to seek a resolution.

This Agreement shall be governed in all respects by the laws of the State of Nevada as they apply to agreements entered into and to be performed entirely within Nevada between residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Agile Shopping must be resolved exclusively by a state or federal court located in Clark County, Nevada, except as otherwise agreed by the parties. You agree to submit to the personal jurisdiction of the courts located within Clark County, Nevada for the purpose of litigating all such claims or disputes.

18. Miscellaneous

This Agreement, as modified from time to time, constitutes the entire agreement between you and Agile Shopping with respect to the subject matter hereof. This Agreement replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof and constitutes the entire and exclusive agreement between the parties. The failure of either party to exercise, in any way, any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain enforceable and in full force and effect. This Agreement is not assignable, transferable, by you except with Agile Shopping's prior written consent. Agile Shopping may assign this Agreement in whole or in part at any time without your consent. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Agile Shopping in any respect whatsoever. Any notice to Agile Shopping that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when delivered in person by nationally recognized overnight courier or mailed by first class, registered or certified mail, postage prepaid, to Agile Shopping Systems and Software, 10300 W Charleston Blvd Suite 13-G33, Las Vegas, NV 89135.

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