

TERMS OF SERVICE — "Pory" Application

These are the Terms of Service ("Terms") for the use of the Pory desktop application and any associated services, APIs, or dashboards (together, the "Software"), operated by **PORY, a French SASU (société par actions simplifiée unipersonnelle)**, registered with the Paris Trade and Companies Register (RCS Paris) under **SIREN 105 673 032 / SIRET 105 673 032 00014**, VAT number **FR22105673032**, with registered address at **47 rue Vivienne, 75002 Paris, France** (the "Provider").

By downloading, installing, accessing, or using the Software, or by creating an account, you ("User") accept and agree to be bound by these Terms, which must be actively accepted ('opt-in') before first use.

1. DEFINITIONS

1.1 Account: the User's registered account on the Provider's platform, including any linked authentication (e.g. Discord OAuth) and device licenses.

1.2 Consumer: a User who is a natural person acting for purposes wholly outside their trade, business, craft, or profession.

1.3 Credentials: license keys, tokens, API keys, session identifiers, or any other means of authenticating the User's access to the Software.

1.4 Force Majeure: an event outside the reasonable control of Provider, including but not limited to war, disaster, governmental measures, failures of the internet or telecommunications networks, failures of cloud or hosting providers, hacker attacks, denial-of-service attacks, failures of third-party service providers (including proxy, SMS, CAPTCHA-solving, or payment providers), and pandemics.

1.5 Intellectual Property: any and all intellectual property rights, whether registered or unregistered, including copyright in source and object code, trade secrets, trademarks, and know-how.

1.6 Software: the Pory desktop application, its underlying code, embedded browser components, modules, and any Updates thereto, as made available by Provider.

1.7 Target Site: any third-party website, web application, or online storefront that the Software is used to interact with (including but not limited to retailer checkout pages).

1.8 Update: any new version, patch, or module release of the Software.

1.9 User: the natural or legal person who registers for or uses the Software.

1.10 User Data: any data, configuration profiles, or materials entered, uploaded, or generated by the User through use of the Software, excluding aggregated analytics and server logs retained by Provider.

2. GENERAL

2.1 These Terms constitute the entire agreement between Provider and User regarding the Software. Any additions or deviations apply only if agreed in writing.

2.2 Provider may amend these Terms unilaterally at any time. Updated Terms take effect fourteen (14) days after being posted or communicated to the User. Continued use after that date constitutes acceptance; if the User does not accept, the User must stop using the Software.

2.3 If any provision is held invalid, the remaining provisions remain in force, and Provider will replace the invalid provision with one reflecting its original intent as closely as legally possible.

2.4 These Terms are also drawn up for the benefit of Provider's affiliates, directors, employees, contractors, and third-party service providers engaged in connection with the Software, each of whom may invoke the relevant provisions of these Terms directly.

3. ELIGIBILITY AND ACCOUNT

3.1 The User warrants that they are at least 18 years old (or the age of majority in their jurisdiction) and have full legal capacity to enter into these Terms.

3.2 The User must provide accurate registration information and is solely responsible for maintaining the confidentiality of their Credentials and for all activity occurring under their Account.

3.3 Provider may refuse, suspend, or terminate any Account at its sole discretion, including where it suspects duplicate accounts, fraud, License sharing, or a violation of these Terms.

4. LICENSE GRANT AND RESTRICTIONS

4.1 Subject to payment and compliance with these Terms, Provider grants the User a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to install and use the Software on the number of devices covered by the User's subscription tier.

4.2 The User agrees not to, and not to attempt to, directly or indirectly:

4.2.1 use the Software for any purpose that is illegal under the laws applicable to the User, or that infringes the rights of any third party;

4.2.2 use the Software to violate the terms of service, acceptable use policy, or similar agreement of any Target Site;

4.2.3 use the Software to commit fraud, misrepresent identity, or evade a Target Site's account, purchase-limit, or fraud-prevention measures with intent to defraud;

4.2.4 copy, resell, sublicense, rent, lease, or otherwise transfer the Software or Credentials to any third party outside the User's own licensed use;

4.2.5 reverse engineer, decompile, disassemble, or attempt to discover the source code of the Software, except to the extent such restriction is prohibited by applicable law;

4.2.6 remove, alter, or obscure any proprietary notices in or on the Software;

4.2.7 interfere with or circumvent the security features of the Software or Provider's platform;

4.2.8 use the Software in a manner that damages, disables, overburdens, or impairs Provider's infrastructure or that of Provider's own third-party service providers.

4.3 The Software is a general-purpose browser-automation and workflow tool. Provider does not authorize, encourage, or condone its use for any unlawful purpose, and reserves the right to suspend or terminate access where it reasonably suspects such use.

5. USER RESPONSIBILITY FOR TARGET SITE COMPLIANCE

5.1 Provider is not affiliated with, endorsed by, or a party to any agreement with any Target Site. The Software merely automates browser interactions that a User could otherwise perform manually.

5.2 The User is solely and independently responsible for: (a) determining whether their intended use complies with each Target Site's terms of service and with all laws applicable to the User in their jurisdiction of use and residence; (b) any consequences a Target Site may impose, including but not limited to order cancellation, account suspension, IP or payment-method blocking, or legal action initiated by the Target Site; and (c) the legality, in their jurisdiction, of the goods or services purchased using the Software.

5.3 Provider makes no representation as to the legality of using browser-automation software against any specific Target Site in any specific jurisdiction, and the User acknowledges they have made their own assessment before using the Software for that purpose.

6. NO GUARANTEE OF RESULTS; SERVICE AVAILABILITY

6.1 The Software is provided "AS IS" and "AS AVAILABLE." Provider does not guarantee: (a) that any checkout, purchase, or account-creation attempt will succeed; (b) that the Software will successfully solve or pass any specific anti-fraud, anti-bot, or CAPTCHA system; (c) that a Target Site will not detect, flag, limit, or ban the User's account, device, IP address, or payment method; or (d) uninterrupted or error-free operation.

6.2 Provider reserves the right to modify, limit, discontinue, or terminate the Software or any module (including support for a given Target Site) at any time, without liability for resulting loss.

6.3 Provider has no control over and is not responsible for User Data, or for purchases, cancellations, chargebacks, or disputes arising from or related to use of the Software.

7. FEES AND PAYMENT

7.1 Subscription fees are billed in advance via the Provider's payment processor and are non-refundable, except where required by mandatory consumer-protection law.

7.2 Subscriptions renew automatically until cancelled by the User prior to the renewal date. Cancellation takes effect at the end of the current billing period; no pro-rata refunds are given.

7.3 Provider may change fees at any time, effective for renewals or new subscriptions; the User will be given reasonable prior notice where feasible.

7.4 Provider may suspend access for unpaid fees and may refuse or reverse payments it reasonably suspects to be fraudulent or related to unlawful activity.

7.5 Licenses and Credentials are personal to the User's Account and may not be resold, shared, or transferred.

7.6 Where the User is a Consumer subscribing under French or EU consumer-protection law, the Software constitutes digital content/service supplied on a durable medium. By activating a subscription, the Consumer expressly requests immediate access to the Software and expressly and knowingly waives their statutory right of withdrawal (droit de rétractation) under Article L.221-28 13° of the French Consumer Code, once the Software has been activated or Credentials have been issued. This waiver is requested separately from the User's general acceptance of these Terms.

8. INTELLECTUAL PROPERTY

8.1 All Intellectual Property in the Software vests exclusively in Provider or its licensors. The User acquires only the limited rights of use expressly granted under Section 4.

8.2 Certain components of the Software may be licensed under open-source licenses; to the extent such licenses expressly supersede these Terms, they govern the use of those components.

9. LIMITATION OF LIABILITY

9.1 Provider's total aggregate liability for any claim arising out of or related to the Software, however arising, shall not exceed the lower of: (a) the fees paid by the User in the three (3) months preceding the claim; or (b) **EUR 500**.

9.2 Provider is not liable for indirect, consequential, or incidental damages, including loss of profit, loss of revenue, loss of goodwill, lost purchases, banned or suspended Target Site accounts, or business interruption.

9.3 These limitations do not apply to damage resulting from Provider's intentional misconduct or gross negligence, or to the extent prohibited by mandatory law.

9.4 Provider is not liable for any loss caused by Force Majeure or by the acts of third-party service providers (proxies, CAPTCHA solvers, SMS providers, payment processors, Target Sites).

9.5 Where the User is a Consumer, nothing in this Section 9 excludes or limits Provider's liability to the extent such exclusion or limitation would be void under mandatory French or EU consumer-protection law, including liability for Provider's failure to perform an essential obligation of these Terms. This Section 9 applies in full to Users who are not Consumers.

10. INDEMNIFICATION

10.1 The User agrees to indemnify, defend, and hold harmless Provider, its affiliates, directors, employees, and contractors from and against any claim, demand, damages, fines, or costs (including reasonable legal fees) arising from or related to: (a) the User's breach of these Terms; (b) the User's violation of any law or of a Target Site's terms of service; (c) any purchase, account, or transaction made using the Software; or (d) the User's violation of any third party's rights.

10.2 Where the User is a Consumer, the indemnification obligations in this Section 10 apply only to the extent permitted by mandatory French or EU consumer-protection law, and do not extend to claims arising solely from Provider's own fault.

11. TERMINATION

11.1 Provider may suspend or terminate the User's Account or license immediately and without prior notice if it reasonably believes the User has violated these Terms, without liability or obligation to refund any fees.

11.2 Sections 6, 8, 9, 10, 13, and 14 survive termination.

12. PRIVACY

Processing of personal data is governed by the Provider's Privacy Policy, incorporated herein by reference.

13. CONSUMER RIGHTS AND MEDIATION

13.1 Nothing in these Terms affects the mandatory statutory rights of a User who qualifies as a Consumer under the law of their country of residence.

13.2 In accordance with Article L.616-1 of the French Consumer Code, a Consumer may, after an unsuccessful written complaint to Provider, refer a dispute free of charge to a consumer mediator. Contact details of the applicable mediator will be published in Provider's legal notices.

14. GOVERNING LAW AND DISPUTES

These Terms are governed by French law, without regard to conflict-of-law principles. Any dispute shall be submitted to the exclusive jurisdiction of the courts of Paris, France, subject to any mandatory consumer-protection venue or applicable-law rights of a Consumer under the law of their country of residence.