

Terms of Service

Lollipop MM LLC

Effective Date: January 1, 2025

Last Updated: June 1, 2026

1. Acceptance of Terms

Welcome to LollipopWMS. These Terms of Service ("Terms") constitute a legally binding agreement between you ("Customer", "you", or "your") and LollipopWMS LLC, a limited liability company organized under the laws of the United States ("LollipopWMS", "we", "us", or "our").

By accessing or using the LollipopWMS warehouse management software platform (the "Service" or "Platform"), creating an account, or clicking "I agree," you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you may not access or use the Service.

If you are entering into these Terms on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms.

2. Description of Service

LollipopWMS provides a cloud-based warehouse management system designed to help businesses manage inventory, orders, receiving, picking, packing, shipping, and related warehouse operations (collectively, the "Service").

The Service includes:

- Inventory management and tracking
- Order management and fulfillment
- Receiving and putaway workflows
- Pick, pack, and ship operations
- Reporting and analytics
- Integration with third-party e-commerce platforms and shipping carriers
- Multi-warehouse and multi-user capabilities
- API access for custom integrations

3. Account Registration and Security

3.1 Account Creation

To use the Service, you must create an account by providing accurate, complete, and current information. You agree to promptly update your account information to maintain its accuracy.

3.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials, including your password. You agree to:

- Use a strong, unique password for your LollipopWMS account
- Not share your account credentials with any third party
- Notify us immediately of any unauthorized access or security breach
- Accept responsibility for all activities that occur under your account

3.3 User Accounts

You may create multiple user accounts for your employees or agents. You are responsible for all activities conducted by users under your organization's account and must ensure that all users comply with these Terms.

4. Subscription Plans and Billing

4.1 Free Trial

We may offer a free trial period for new customers. During the trial period, you have access to the Service without charge. At the end of the trial period, your account may be converted to a paid subscription or downgraded to a free tier, if available.

4.2 Paid Subscriptions

Paid subscription plans are billed on a recurring basis (monthly or annually) as selected by you. By subscribing to a paid plan, you authorize us to charge your designated payment method on each billing cycle.

4.3 Pricing and Payment

Subscription fees are stated on our pricing page and may vary based on number of users, storage volume and inventory units, transaction volume (orders processed), and additional features or modules selected. All fees are exclusive of applicable taxes, which you are responsible for paying. Payment is due in advance for each billing period.

4.4 Price Changes

We reserve the right to modify our pricing at any time. We will provide you with at least 30 days' notice of any price increases. Your continued use of the Service after the price change takes effect constitutes your acceptance of the new pricing.

4.5 Refund Policy

Subscription fees are non-refundable except as required by law or as expressly stated in these Terms. If you cancel your subscription, you will retain access to the Service until the end of your current billing period, but no refund will be issued for unused time.

4.6 Late Payment and Suspension

If payment is not received when due, we may suspend or terminate your access to the Service. Suspended accounts may be subject to data deletion after 30 days of non-payment.

5. Data Ownership and Usage

5.1 Your Data

You retain all ownership rights to the data you input into the Service, including inventory data, customer information, order data, and other business information (collectively, "Customer Data"). We claim no ownership interest in Customer Data.

5.2 License to Use Your Data

You grant us a limited, non-exclusive license to access, store, process, and transmit Customer Data solely to provide the Service to you and as described in our Privacy Policy.

5.3 Data Security

We implement commercially reasonable security measures to protect Customer Data from unauthorized access, disclosure, alteration, or destruction. However, no security system is impenetrable, and we cannot guarantee the absolute security of your data.

5.4 Data Backup and Retention

We perform regular backups of Customer Data. However, you are responsible for maintaining your own backup copies of critical data. Upon termination of your account, we will retain your data for 30 days, after which it may be permanently deleted.

5.5 Aggregated Data

We may collect and use aggregated, anonymized data derived from your use of the Service for analytics, service improvement, and benchmarking purposes. This aggregated data does not identify you or your business.

6. Acceptable Use Policy

You agree not to use the Service to:

- Violate any applicable laws, regulations, or third-party rights
- Upload or transmit malicious code, viruses, or other harmful content
- Attempt to gain unauthorized access to the Service or related systems
- Interfere with or disrupt the Service or servers
- Use the Service to send spam or unsolicited communications
- Engage in fraudulent activities or misrepresent your identity
- Reverse engineer, decompile, or attempt to extract source code from the Service
- Resell, sublicense, or redistribute the Service without our written consent
- Use the Service to store or manage illegal goods or contraband
- Exceed rate limits or abuse API access

We reserve the right to investigate suspected violations and to suspend or terminate accounts that violate this Acceptable Use Policy.

7. Third-Party Integrations

The Service may integrate with third-party platforms such as e-commerce systems (Shopify, BigCommerce), shipping carriers (Shippo, UPS, FedEx), and other business tools. Your use of third-party services is governed by their respective terms of service and privacy policies.

We are not responsible for the availability, functionality, or security of third-party services. You acknowledge that data shared with third-party integrations is subject to those providers' data handling practices.

8. Intellectual Property

8.1 Our Intellectual Property

The Service, including all software, content, trademarks, logos, and documentation, is owned by LollipopWMS LLC and is protected by United States and international intellectual property laws. You may not use our

trademarks or branding without our prior written consent.

8.2 License to Use the Service

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable license to access and use the Service for your internal business purposes during the term of your subscription.

8.3 Feedback

If you provide us with feedback, suggestions, or ideas about the Service, you grant us an unlimited, irrevocable license to use such feedback without compensation or attribution.

9. Service Availability and Support

9.1 Uptime and Availability

We strive to maintain high availability of the Service but do not guarantee uninterrupted access. The Service may be temporarily unavailable due to maintenance, updates, or unforeseen technical issues.

9.2 Maintenance and Updates

We may perform scheduled or emergency maintenance that may result in temporary service interruptions. We will make reasonable efforts to notify you in advance of scheduled maintenance.

9.3 Customer Support

We provide customer support via email, chat, or other channels as specified in your subscription plan. Support response times may vary based on your plan level and the nature of the issue.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

IN NO EVENT SHALL LOLLIPOPWMS LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- Your access to or use of or inability to access or use the Service
- Any conduct or content of any third party on the Service
- Unauthorized access, use, or alteration of your data
- Interruption or cessation of the Service
- Bugs, viruses, or other harmful code transmitted through the Service
- Errors, inaccuracies, or omissions in any content or data

OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT:

- The Service will meet your specific requirements
- The Service will be uninterrupted, timely, secure, or error-free
- The results obtained from use of the Service will be accurate or reliable
- Any errors in the Service will be corrected

YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF THE SERVICE.

12. Indemnification

You agree to indemnify, defend, and hold harmless LollipopWMS LLC, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Service
- Your violation of these Terms
- Your violation of any rights of another party
- Your Customer Data or content
- Any activities conducted through your account

13. Termination

13.1 Termination by You

You may terminate your account at any time by contacting customer support or using the account cancellation feature in the Service. Termination will be effective at the end of your current billing period.

13.2 Termination by Us

We may suspend or terminate your account immediately, without prior notice, if you violate these Terms or our Acceptable Use Policy, your account remains unpaid for more than 30 days, we are required to do so by law or legal process, or we discontinue the Service (with 90 days' notice).

13.3 Effect of Termination

Upon termination, your access to the Service will cease, we will retain your data for 30 days to allow for data export, after 30 days your data may be permanently deleted, and you remain liable for all charges incurred prior to termination.

14. Export Compliance

The Service may be subject to U.S. export control laws and regulations. You agree to comply with all applicable export and import laws and regulations. You represent that you are not located in a country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and that you are not on any U.S. Government list of prohibited or restricted parties.

15. Governing Law and Dispute Resolution

15.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law provisions.

15.2 Dispute Resolution

Any dispute arising out of or relating to these Terms or the Service shall be resolved through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in the English language and shall take place in Delaware, unless the parties agree otherwise.

15.3 Class Action Waiver

You agree to bring any dispute against us in your individual capacity and not as part of a class action, collective action, or representative proceeding. You waive any right to participate in a class action lawsuit or class-wide arbitration.

15.4 Exceptions to Arbitration

Either party may seek injunctive or equitable relief in a court of competent jurisdiction to prevent actual or threatened infringement, misappropriation, or violation of intellectual property rights.

16. Modifications to Terms

We reserve the right to modify these Terms at any time. When we make material changes, we will notify you by posting the updated Terms on our website, sending an email notification to your registered email address, and displaying a notice within the Service.

Your continued use of the Service after the effective date of the updated Terms constitutes your acceptance of the changes. If you do not agree to the modified Terms, you must stop using the Service and may terminate your account.

17. General Provisions

17.1 Entire Agreement

These Terms, together with our Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and LollipopWMS LLC regarding the Service.

17.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

17.3 Waiver

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

17.4 Assignment

You may not assign or transfer these Terms or your account without our prior written consent. We may assign our rights and obligations under these Terms without restriction.

17.5 Force Majeure

We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, or government actions.

17.6 No Agency

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms.

18. Contact Information

If you have any questions about these Terms or the Service, please contact us at:

Lollipop MM LLC

Email: support@lollipopwms.com

Support: support@lollipopwms.com

19. Acknowledgment

BY CLICKING "I AGREE," CREATING AN ACCOUNT, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICE.

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This document was generated on June 1, 2026 at 5:42 PM UTC