#### **Terms and Conditions**

## **Getmarter Beta Phase Agreement**

Getmarter is currently in a beta phase and is subject to evolving terms and conditions. By utilizing our website, you (referred to as the seller/user) consent to adhere to and be governed by these stipulations. If you (the seller/user) do not concur with these terms and conditions, kindly abstain from using our website.

# 1. User Responsibilities

- 1.1 The user holds the duty of ensuring the integrity of their Amazon and Walmart seller accounts and meeting the prerequisites for active selling on these platforms.
- 1.2 All issues pertaining to the user's Amazon and Walmart seller accounts, including potential account suspension, expiration, or an inability to avail FBA or Walmart Fulfillment Services (WFS), fall within the user's obligation to resolve. The user acknowledges that our website or services bear no responsibility for dilemmas linked to their seller accounts.
- 1.3 It falls upon each user of our website to stay informed about Amazon's and Walmart's catalog of restricted products.
- 1.4 These catalogs are not exhaustive, and both Amazon and Walmart retain the right to revise their policies and prohibited products list at any time.
- 1.5 Sellers (users) are strongly encouraged to periodically review Amazon's and Walmart's policies and directives to ensure adherence to each platform's regulations.
- 1.6 Any tools or features provided by our website are designed for informational purposes exclusively and do not constitute professional counsel. Each user is tasked with conducting their own due diligence and research before embarking on business decisions.
- 1.7 The user bears the responsibility of ensuring that the products they wish to sell on Amazon and Walmart comply with each platform's selling policies.
- 1.8 Getmarter is not at fault in cases where a user's desired products are not eligible for sale on Amazon or Walmart, and any related issues should be directed to the respective support services for resolution.

### 2. Documentation and Un-Gating

- 2.1 Kindly be aware that the documentation supplied by the suppliers may not suffice for the un-gating of products on Amazon or Walmart.
- 2.2 Users who acquire a gated product and encounter challenges un-gating it on either platform may not be entitled to demand anything from Getmarter.

### 3. Staying Well-Informed

- 3.1 The most effective method to stay well-informed about Amazon's and Walmart's restricted products is to regularly review the platforms' guidelines and policies.
- 3.2 Both Amazon and Walmart offer comprehensive information on their websites concerning prohibited products, alongside guidance on product selling and shipping.
- 3.3 Both platforms may also issue notifications to sellers regarding policy alterations and updates.

#### 4. Product Listings

- 4.1 Sellers (users) should maintain routine oversight of their product listings and reviews on Amazon and Walmart to ensure compliance with each platform's policies, avoiding prohibited products and violations.
- 4.2 In cases of uncertainty regarding a product's suitability for Amazon or Walmart, sellers (users) are encouraged to reach out to the respective platform's seller support for clarification.
- 4.3 Sellers (users) bear the responsibility of verifying the Internet Minimum Advertised Price (IMAP) policy and limits for each product before listing on both platforms. Non-compliance with IMAP policies and limits may expose the seller (user) to legal action and related consequences, for which they are solely accountable.

### 5. Walmart-Specific Regulations

5.1 Sellers using Getmarter to manage Walmart listings must comply with Walmart's specific requirements for online product presentations, pricing strategies, and promotional activities.

- 5.2 Users must familiarize themselves with Walmart's operational standards, including shipping protocols and return policies, which may differ significantly from Amazon's.
- 5.3 It is the responsibility of the user to ensure their product listings on Walmart are updated in accordance with real-time changes in Walmart's inventory and policy updates.
- 5.4 Getmarter provides tools to assist with Walmart-specific analytics and reporting; however, the accuracy and usage of these tools for business decisions remain the user's responsibility.

#### 6. Refunds and Cancellation

- 6.1 After the expiration of the free trial period, no refunds will be issued for any subscription fees or charges incurred.
- 6.2 Getmarter reserves the right to cancel any user's account or services at any time without prior notice, especially in cases of suspected abuse, violation of terms, or fraudulent activities.

The rest of the terms remain applicable as previously outlined. By continuing to use our website, you implicitly agree to adhere to these terms and conditions. Thank you for taking the time to acquaint yourself with our terms and policies.