

# INVENTORY FALCON

## Terms of Service and Privacy Policies

Inventory Falcon is currently in a beta phase and is subject to evolving terms and conditions. By utilizing our website and browser extension, 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 or browser extension.

### 1. USER RESPONSIBILITIES

**1.1** The user holds the duty of ensuring the integrity of their Walmart seller account and meeting the prerequisites for active Walmart selling.

**1.2** All issues pertaining to the user's Walmart seller account, including potential account suspension, expiration, or an inability to avail WFS services, fall within the user's obligation to resolve. The user acknowledges that our website or services bear no responsibility for dilemmas linked to their Walmart seller account.

**1.3** It falls upon each user of our website to stay informed about Walmart's catalog of restricted products.

**1.4** This catalog is not exhaustive, and Walmart retains the right to revise its policies and prohibited products list at any time.

**1.5** Sellers (users) are strongly encouraged to periodically review Walmart's policies and directives to ensure adherence to the 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 Walmart comply with Walmart's selling policies.

**1.8** Inventory Falcon is not at fault in cases where a user's desired products are not eligible for sale on Walmart, and any related issues should be directed to Walmart support 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 Walmart.

**2.2** Users who acquire a gated product and encounter challenges un-gating it may not be entitled to demand anything from Inventory Falcon.

### 3. STAYING WELL-INFORMED

**3.1** The most effective method to stay well-informed about Walmart's restricted products is to regularly review the platform's guidelines and policies.

**3.2** Walmart offers comprehensive information on its website concerning prohibited products, alongside guidance on product selling and shipping.

**3.3** Walmart 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 to ensure compliance with Walmart's policies, avoiding prohibited products and violations.

**4.2** In cases of uncertainty regarding a product's suitability for Walmart, sellers (users) are encouraged to reach out to Walmart'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. 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. LIABILITY**

**5.1** Earbe (Inventory Falcon) is not responsible for the suppliers featured on the website or for their actions.

**5.2** Neither our company nor its proprietors can be held accountable for product quality or success on the Walmart platform.

**5.3** Any damages or issues resulting from product purchase on Walmart or the closure of a Walmart store do not bear any connection to Earbe (Inventory Falcon).

**5.4** Users are exclusively responsible for conducting assessments to determine product suitability for sale on the Walmart platform.

**5.5** We disclaim responsibility for any damages or losses stemming from website or service use, including, but not limited to, financial losses or business interruptions.

**5.6** Please be aware that this disclaimer does not function as an insurance certificate concerning product utility or quality from the suppliers.

## **6. PRIVACY, PERSONAL INFORMATION, AND BROWSER DATA COLLECTION**

**6.1** You can use all of our services without providing any personal information. However, if you choose to provide personal information, please be assured that we will never sell or trade your information under any circumstance.

**6.2** By setting up a tracking request on our site or creating an account, you consent to us contacting you via the contact information you provided. By signing up, you are agreeing to receive updates via email. You can unsubscribe at any time. We will strive to contact you only when necessary and useful, as we dislike spam as much as you do.

**6.3 Browser & Data Collection:** You explicitly grant permission for our browser extension and web platform to collect and process data locally using your client browser. Our browser extension may retrieve product and market information from web pages you visit and send related data to our servers to process, maintain, and improve our services. This process is focused on product data, not on identifying you personally. You can manage or disable extension features in the settings at any time.

**6.4** If you subscribe to one of our fee-based services, we will collect and share your email address and billing information with our payment provider. This information is used solely for processing payments, communicating about payment-related matters, and authentication purposes. Our payment provider is contractually obligated to protect your information and use it only for the purposes for which it was disclosed.

**6.5** If you contact us via email, we use a third-party email service provider to manage our email communications. This provider is contractually obligated to protect your information and use it only for the intended purposes.

**6.6** You can delete all your personal information by deleting your account through the settings.

## **7. REFUNDS AND CANCELLATIONS**

**7.1** All sales conducted through our website are deemed final and non-refundable. We do not entertain requests for refunds or exchanges under any circumstances.

**7.2** We reserve the authority to discontinue user accounts and cancel subscriptions without notice or the requirement to specify reasons.

## 8. ALGORITHMIC AND AUTOMATED OPERATIONS

**8.1** It is essential to recognize that our website relies on algorithms and automation to amass and present data to our users.

**8.2** We are steadfast in our commitment to supplying precise and current information, yet discrepancies or incomplete data may arise intermittently.

**8.3** Users are entrusted with the duty of verifying and validating data presented on our website, whether it pertains to predictions or static data like product prices on Walmart.

**8.4** We absolve ourselves of any accountability for losses or damages resulting from inaccurate or incomplete data generated by our algorithms.

## 9. PRICING AND SUBSCRIPTION

**9.1** We reserve the right to modify our prices without prior notification.

**9.2** We reserve the right to alter subscription details without prior notification.

## 10. DISCLAIMER

**10.1** This website and its contents are supplied "as is" and are exempt from any warranty, whether express or implied, encompassing but not restricted to merchantability, fitness for a specific purpose, or non-infringement.

**10.2** We disavow any assertion or warranty regarding error-free, uninterrupted, or virus-free operation of the website.

**10.3** In no circumstances shall Earbe (Inventory Falcon) or its proprietors be held liable for direct or indirect damages, punitive actions, incidental losses, special damages, or consequences linked to website use, irrespective of the legal theory, be it contract, tort, or strict liability.

## 11. PROHIBITION ON SCRAPING AND BOT USAGE

**11.1 Scraping Prohibition:** Users are strictly prohibited from engaging in any scraping activities on our website.

**11.2 Bot Usage Prohibition:** The use of automated bots on our website is expressly forbidden.

**11.3 Consequences of Violation:** Violation of these prohibitions may result in immediate account termination without notice or refund.

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By continuing to use our website and services, you implicitly agree to adhere to these terms. These terms and policies serve as the comprehensive agreement governing website and service usage, superseding any prior agreements, written or verbal. We express our gratitude for taking the time to acquaint yourself with our terms and policies.

**Inventory Falcon**