

# Seller OS — Terms of Service

*Private Beta*

Effective Date: April 2, 2026

These Terms of Service ("Terms" or "Agreement") govern your access to and use of the Seller OS platform (the "Platform" or "Service"), operated by Dimension Studios Inc., a Delaware corporation ("Company," "we," "us," or "our"), accessible at [app.dimensionstudios.co](https://app.dimensionstudios.co). By creating an account, accessing, or using the Service, you ("User," "you," or "your") agree to be bound by these Terms. If you are entering into these Terms on behalf of a company, agency, or other legal entity ("Organization"), you represent and warrant that you have the authority to bind that Organization to these Terms, and "you" and "your" shall refer to such Organization.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICE.

## 1. SERVICE DESCRIPTION

Seller OS is a software-as-a-service ("SaaS") platform that provides tools for managing social commerce operations, including but not limited to TikTok Shop management, affiliate performance analytics, campaign management, product listing optimization, Shopify integration, and related e-commerce functionalities (collectively, the "Service"). The Service may integrate with third-party platforms including, but not limited to, TikTok, TikTok Shop, Shopify, and other e-commerce or social media platforms ("Third-Party Platforms").

## 2. PRIVATE BETA PROGRAM

The Service is currently offered as a private beta ("Beta Program"). You acknowledge and agree that:

- (a) The Service is in active development and may contain bugs, errors, defects, or incomplete features.
- (b) We may modify, suspend, or discontinue any aspect of the Service at any time without prior notice.
- (c) Uptime, performance, and availability are provided on an "as-is" basis without any service level guarantees.
- (d) Your participation in the Beta Program does not guarantee access to any future version of the Service, including any generally available release.
- (e) Feedback, suggestions, and bug reports you provide during the Beta Program may be used by the Company without restriction or obligation to you.
- (f) We reserve the right to terminate your access to the Beta Program at any time, for any reason, with or without notice.

## 3. ACCOUNT REGISTRATION AND SECURITY

To access the Service, you must create an account and provide accurate, current, and complete information. You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to suspend or terminate accounts that are inactive, in violation of these Terms, or that we reasonably believe have been compromised.

#### **4. AGENCY AUTHORIZATION AND THIRD-PARTY ACCOUNT ACCESS**

If you connect Third-Party Platform accounts (including TikTok Shop accounts, Shopify stores, or other e-commerce accounts) to the Service, you represent and warrant that:

- (g) You have full legal authority and all necessary permissions from the account owner to connect such accounts to the Service and to authorize the Service to access, retrieve, analyze, and take actions on data associated with such accounts.
- (h) Your use of the Service in connection with such Third-Party Platform accounts complies with all applicable terms of service, policies, and guidelines of the relevant Third-Party Platform.
- (i) You will indemnify and hold harmless the Company from any claims, damages, or liabilities arising from your connection or use of Third-Party Platform accounts through the Service, including any claims by account owners, brands, or Third-Party Platforms.
- (j) You are solely responsible for ensuring that your agency or organization maintains valid authorization from any brand, merchant, or account owner whose data is accessed through the Service.

#### **5. LICENSE GRANT AND RESTRICTIONS**

Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service solely for your internal business purposes during the term of these Terms.

You shall not:

- (k) Copy, modify, distribute, sell, lease, sublicense, or create derivative works of the Service or any part thereof.
- (l) Reverse engineer, decompile, disassemble, or attempt to derive the source code or underlying algorithms of the Service.
- (m) Use the Service to build a competing product or service, or for benchmarking or competitive analysis.
- (n) Access the Service through any automated means (bots, scrapers, spiders) except through APIs we explicitly provide.
- (o) Circumvent, disable, or interfere with any security, rate-limiting, or access control features of the Service.
- (p) Use the Service in any manner that violates applicable law, regulation, or third-party rights.
- (q) Share, transfer, or allow access to your account by any third party, or use a single account for multiple organizations, without prior written consent from the Company.

#### **6. DATA OWNERSHIP AND USAGE**

**6.1 Your Data.** You retain all right, title, and interest in and to the data you submit to or make accessible through the Service, including data from connected Third-Party Platform accounts ("Your Data"). You grant the Company a limited, non-exclusive, worldwide license to use, process, store, and transmit Your Data solely to provide, maintain, and improve the Service.

**6.2 Aggregated and Anonymized Data.** The Company may create aggregated, anonymized, or de-identified data derived from Your Data ("Aggregated Data") that does not identify you, your Organization, or any individual. The Company may use Aggregated Data for any lawful purpose, including analytics, benchmarking, product improvement, and research, without restriction or obligation to you.

**6.3 Platform Data.** Data retrieved from Third-Party Platforms through the Service is subject to the terms and conditions of those Third-Party Platforms. You acknowledge that the Company does not control and is not responsible for the availability, accuracy, or completeness of Third-Party Platform data, and that access to such data may be modified, restricted, or terminated by the Third-Party Platform at any time.

**6.4 Data Retention and Deletion.** Upon termination of your account, we will, upon written request, make commercially reasonable efforts to delete or return Your Data within sixty (60) days, except as required by law or legitimate business purposes (e.g., backup retention, legal holds). Aggregated Data may be retained indefinitely.

## 7. THIRD-PARTY PLATFORMS AND INTEGRATIONS

The Service integrates with Third-Party Platforms including TikTok, TikTok Shop, Shopify, and others. You acknowledge and agree that:

- (r) The Company is not affiliated with, endorsed by, or sponsored by any Third-Party Platform unless explicitly stated.
- (s) Third-Party Platforms may modify, restrict, or discontinue their APIs, services, or data access at any time, which may affect the functionality of the Service. The Company shall not be liable for any such modifications.
- (t) Your use of Third-Party Platforms is governed by their respective terms of service and privacy policies. It is your responsibility to comply with those terms.
- (u) API rate limits, data access restrictions, or policy changes by Third-Party Platforms may limit the Service's ability to retrieve or process data on your behalf.

## 8. FEES AND PAYMENT

**8.1 Subscription Plans and Fees.** Access to the Service requires a paid subscription unless otherwise specified by the Company (e.g., during a free trial or promotional period). Subscription plans, pricing, and included features are described on the Service's pricing page or as otherwise communicated to you at the time of purchase. All fees are quoted in U.S. dollars unless otherwise stated.

**8.2 Recurring Billing and Automatic Renewal.** BY SUBSCRIBING TO THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF EACH BILLING CYCLE (MONTHLY OR ANNUALLY, AS SELECTED) AND THAT YOUR PAYMENT METHOD WILL BE AUTOMATICALLY CHARGED THE THEN-CURRENT SUBSCRIPTION FEE AT THE BEGINNING OF EACH RENEWAL PERIOD UNTIL YOU CANCEL. This automatic renewal will continue indefinitely unless you cancel your subscription before the start of the next billing cycle. You authorize the Company and its third-party payment processor (currently Stripe, Inc.) to charge the payment method on file for all recurring subscription fees.

**8.3 Payment Processing.** All payments are processed through our third-party payment processor, Stripe, Inc. (“Payment Processor”). Your use of the Payment Processor is subject to Stripe’s terms of service and privacy policy, available at stripe.com. The Company does not directly store your full credit card number or banking information; such information is handled by the Payment Processor in accordance with the Payment Card Industry Data Security Standard (PCI-DSS). You are responsible for ensuring that your payment information on file is accurate and current.

**8.4 Free Trials and Promotional Pricing.** The Company may offer free trials or promotional pricing from time to time. At the end of any free trial or promotional period, your subscription will automatically convert to a paid subscription at the then-current standard rate, and your payment method will be charged, unless you cancel before the end of the trial or promotional period. The Company will clearly disclose the terms of any free trial or promotional offer, including the price that will apply after the trial or promotional period ends, before you are required to provide payment information.

**8.5 Cancellation.** You may cancel your subscription at any time through the account settings within the Service or by contacting support@dimensionstudios.co. Cancellation will take effect at the end of the current billing cycle. Upon cancellation: (a) you will retain access to the Service through the end of your current paid billing period; (b) no further charges will be applied to your payment method for subsequent billing cycles; and (c) your account and data will be handled in accordance with Section 6.4 (Data Retention and Deletion) of these Terms. The Company will send a cancellation confirmation to the email address associated with your account.

**8.6 Refunds.** All subscription fees are non-refundable, except as required by applicable law or at the Company’s sole discretion. If the Company terminates your account for reasons other than a violation of these Terms, you may be entitled to a pro-rata refund for the unused portion of your current billing cycle. Refund requests may be submitted to billing@dimensionstudios.co.

**8.7 Failed Payments.** If a scheduled payment fails (e.g., due to an expired card, insufficient funds, or other payment method issues), the Company will attempt to process the payment again and may notify you by email. If payment cannot be successfully processed after reasonable retry attempts, the Company reserves the right to suspend or downgrade your access to the Service until the outstanding balance is resolved. You remain responsible for all fees incurred during any period of failed payment.

**8.8 Price Changes.** The Company reserves the right to change subscription pricing at any time. For existing subscribers, price changes will take effect at the start of the next billing cycle following at least thirty (30) days’ prior written notice (via email or through the Service). If you do not agree to a price change, you may cancel your subscription before the new pricing takes effect. Continued use of the Service after the effective date of a price change constitutes your acceptance of the new pricing.

**8.9 Taxes.** All fees are exclusive of applicable taxes (including sales tax, use tax, VAT, GST, and similar transactional taxes). You are responsible for all applicable taxes arising from your subscription, except for taxes based on the Company’s net income. If the Company is required to collect or remit taxes on your behalf, such taxes will be added to your invoice or subscription charge.

**8.10 Beta Pricing.** During the Beta Program, the Company may offer access to the Service at reduced or promotional rates. Beta pricing is subject to change and does not guarantee the same pricing upon general availability of the Service. The Company will provide at least thirty (30) days’ notice before transitioning beta subscribers to standard pricing.

## **9. CONFIDENTIALITY**

During your participation in the Beta Program, you may receive or have access to confidential information regarding the Service, its features, roadmap, pricing, and performance ("Confidential Information"). You agree to: (a) not disclose Confidential Information to any third party without the Company's prior written consent; (b) use Confidential Information solely in connection with your authorized use of the Service; and (c) protect Confidential Information with at least the same degree of care you use to protect your own confidential information, but in no event less than reasonable care. This obligation survives termination of these Terms for a period of two (2) years.

## **10. INTELLECTUAL PROPERTY**

The Service, including all software, algorithms, models, designs, documentation, and content (excluding Your Data), is the exclusive property of the Company and is protected by copyright, trademark, trade secret, and other intellectual property laws. Nothing in these Terms transfers any ownership rights in the Service to you. The Seller OS name, logo, and related marks are trademarks of Dimension Studios Inc..

## **11. DISCLAIMERS**

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ACCURACY. THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY MAKES NO REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY IMPACT ON SALES, REVENUE, AFFILIATE PERFORMANCE, OR BUSINESS OUTCOMES.

THE COMPANY DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR TIMELINESS OF DATA RETRIEVED FROM THIRD-PARTY PLATFORMS. YOU ACKNOWLEDGE THAT DECISIONS MADE BASED ON DATA PROVIDED THROUGH THE SERVICE ARE MADE AT YOUR OWN RISK.

## **12. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNTS PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) ONE HUNDRED DOLLARS (\$100.00).

### **13. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company, its directors, officers, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Service; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; (d) your violation of any third-party right, including intellectual property, privacy, or contractual rights; (e) any data you submit to or make accessible through the Service; (f) your connection of Third-Party Platform accounts without proper authorization; or (g) any claim by a brand, merchant, account owner, or Third-Party Platform related to your use of the Service.

### **14. TERMINATION**

Either party may terminate these Terms at any time, for any reason, upon written notice (including email) to the other party. The Company may also suspend or terminate your access to the Service immediately, without notice, if we reasonably believe you have violated these Terms or if required by a Third-Party Platform or by law. Upon termination: (a) your license to use the Service immediately ceases; (b) you must cease all use of the Service; (c) provisions that by their nature should survive termination shall survive, including Sections 6, 9, 10, 11, 12, 13, 15, and 16.

### **15. GOVERNING LAW AND DISPUTE RESOLUTION**

These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to these Terms or the Service shall be resolved through binding arbitration administered by JAMS in Los Angeles County, California, in accordance with its Streamlined Arbitration Rules and Procedures. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Each party shall bear its own costs and attorneys' fees, unless the arbitrator determines otherwise. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction.

### **16. GENERAL PROVISIONS**

**16.1 Entire Agreement.** These Terms, together with the Privacy Policy and any applicable Data Processing Addendum, constitute the entire agreement between you and the Company with respect to the Service and supersede all prior or contemporaneous communications, representations, or agreements.

**16.2 Amendments.** We may update these Terms from time to time. Material changes will be communicated via email or through the Service. Continued use of the Service after the effective date of any changes constitutes acceptance. If you do not agree, you must stop using the Service and terminate your account.

**16.3 Severability.** If any provision of these Terms is found to be unenforceable or invalid, that provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

**16.4 Waiver.** The failure of the Company to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

**16.5 Assignment.** You may not assign or transfer these Terms without the Company's prior written consent. The Company may assign these Terms without restriction.

**16.6 Force Majeure.** The Company shall not be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, terrorism, government actions, Third-Party Platform outages, internet disruptions, or power failures.

**16.7 Notices.** Notices to the Company shall be sent to [legal@dimensionstudios.co](mailto:legal@dimensionstudios.co). Notices to you will be sent to the email address associated with your account.

### **Contact Information**

Dimension Studios Inc.

Santa Monica, CA

Email: [support@dimensionstudios.co](mailto:support@dimensionstudios.co)

Web: [app.dimensionstudios.co](http://app.dimensionstudios.co)