

Terms of Service

1. Acceptance of Terms

1.1 Agreement. ShipNinja LLC (“ShipNinja,” “we,” or “our”) provides services (“Services”) to you (“you,” “your,” or “Merchant”) through our website at ShipNinja.co (the “Site”) and the ShipNinja Platform (as defined below), subject to these Terms of Service and our Privacy Policy (collectively, the “Agreement”).

1.2 Acceptance. By using the Services, you acknowledge that you have read, understood, and agree to be bound by this Agreement.

1.3 Changes. ShipNinja may update these Terms at any time. Updates will be effective immediately once posted to the Site or ShipNinja Platform. Your continued use of the Services constitutes acceptance of any changes. If changes are unacceptable, your sole remedy is to stop using the Services.

2. Third-Party Integrations

2.1 Account Linking. ShipNinja may provide integrations with third-party marketplaces and platforms (including, but not limited to, StockX, Alias, GOAT, eBay, Mercari, and others). By linking such accounts, you authorize ShipNinja to access and use account information necessary to provide Services, including order data, shipping labels, and account details.

2.2 Use of Information. All account information obtained through integrations will be handled according to our Privacy Policy.

2.3 Third-Party Terms. Your use of integrations remains subject to the terms and conditions of those third-party platforms. ShipNinja is not responsible for downtime, errors, or data issues caused by third parties.

2.4 Scope. ShipNinja may add or remove integrations at any time, and your continued use of the Services constitutes acceptance of such changes.

3. Description of Services

ShipNinja provides:

- **Fulfillment Solutions:** Receiving, storing, picking, packing, and shipping goods (“Goods”) through ShipNinja facilities or third-party warehouses.
- **Shipping Solutions:** Facilitating carrier shipping services through integrated carriers (“Carriers”).
- **Platform Access:** Use of ShipNinja’s proprietary Warehouse Management System (“WMS”) and related technology for managing inventory and orders.
- **Additional Materials:** Data, reports, pricing information, and other materials related to the Services.

4. Access to Services

4.1 Intellectual Property. The ShipNinja Platform and related software are proprietary. You receive a limited, non-exclusive, non-transferable license to use the Platform solely in connection with the Services. You may not copy, modify, reverse engineer, or resell the software.

4.2 Compliance. You are responsible for complying with all applicable laws, including customs, import/export, and product safety regulations. ShipNinja may suspend Services immediately if you fail to comply.

4.3 Insurance Disclaimer. ShipNinja does not provide insurance for Goods. You are solely responsible for maintaining adequate insurance coverage.

5. Carriers

5.1 Carrier Relationships. ShipNinja is not a carrier. We facilitate shipments using carriers you select.

5.2 Carrier Claims. ShipNinja will assist with claims for lost or damaged shipments, but we are not responsible for carrier errors or losses.

5.3 Shipping Addresses. You are responsible for accurate shipping addresses. You are liable for additional costs (corrections, returns, redelivery) resulting from inaccurate or incomplete addresses.

5.4 Fragile Items. You are responsible for marking and packaging fragile items. ShipNinja is not liable for damage to fragile items during transit.

6. Payment Terms and Fees

6.1 Payment Processing. Payments are processed through Stripe. By using our Services, you agree to the Stripe Connected Account Agreement.

6.2 Collection. Payments are collected weekly (or as specified in your account). You are responsible for any associated bank fees.

6.3 Fees. ShipNinja may adjust fees with prior notice. Carrier surcharges may apply immediately.

6.4 Taxes. You are responsible for all applicable sales, use, VAT, customs duties, and related taxes.

6.5 Suspension for Non-Payment. If invoices remain unpaid for more than 30 days, ShipNinja may suspend Services. After 60 days, your account may be deemed “Abandoned” and subject to liquidation of Goods.

7. Refund Policy

7.1 Eligibility. Refunds may be provided only under the following limited circumstances:

- **Fulfillment Errors:** If ShipNinja ships the wrong item, the wrong quantity, or ships to the wrong address due to ShipNinja’s error.
- **Order Processing Delays / Missed SLA:** If ShipNinja fails to ship an order within two (2) business days of receiving a properly submitted order in the

ShipNinja platform, provided the delay was not caused by inaccurate or incomplete data, payment failures, or third-party system outages.

- **Duplicate Charges:** If a duplicate billing or payment processing error occurs due to ShipNinja's system or its payment processor.

Refunds, if approved, will be limited strictly to:

1. The fulfillment fees charged by ShipNinja for the affected orders.
2. Documented marketplace cancellation fees incurred solely due to ShipNinja's failure to ship within the SLA.
3. Return shipping label costs directly associated with correcting a ShipNinja fulfillment error.

Under no circumstances will refunds or credits include the value of Goods, resale price, lost sales, lost profits, carrier label costs, or any other consequential damages.

7.2 Exclusions. No refunds will be issued for:

- Carrier delays, damages, or losses.
- Incorrect, incomplete, or undeliverable addresses.
- Failures by third-party integrations (e.g., StockX, Alias, carriers).
- Merchant errors in submissions, labeling, or packaging.
- Services already performed (labor, handling, storage).
- Goods sold, listed, or otherwise transacted by the Merchant before they are received, processed, and made available in the ShipNinja system.

- Merchant's failure to provide timely or accurate instructions, including delayed order submission or failure to reconcile inventory.

7.3 Inventory Discrepancies. ShipNinja's records at the time of receiving (including counts, scans, and receiving logs) shall be deemed the controlling record of inventory received. Merchants must notify ShipNinja of any discrepancies within five (5) business days of receiving confirmation of check-in. ShipNinja will investigate reported discrepancies; however, ShipNinja shall not be liable for the value of any missing or miscounted Goods. If ShipNinja determines, in its sole discretion, that a receiving error occurred, ShipNinja may issue a refund limited to the fulfillment fees associated with the affected Goods.

7.4 Finality. All refund decisions are final and will be made at ShipNinja's sole discretion.

8. Unclaimed or Abandoned Goods

8.1 Unscheduled Shipments. ShipNinja has no obligation to receive or process any Goods that arrive at a ShipNinja facility without a corresponding inbound shipment created in the ShipNinja Platform. Such shipments may be refused, returned to sender, held in quarantine, or otherwise set aside until properly identified and claimed.

8.2 Identification and Claiming. If ShipNinja receives Goods without a corresponding inbound record, ShipNinja will make reasonable efforts to notify the Merchant using available information such as shipping labels, tracking numbers, or return addresses. The Merchant must create an inbound shipment in the ShipNinja Platform and claim the Goods within thirty (30) calendar days of arrival.

8.3 Abandonment. If Goods remain unclaimed for more than thirty (30) days after arrival, they will be deemed abandoned. ShipNinja may, at its sole discretion, liquidate, resell, donate, or dispose of the Goods without liability to the Merchant.

8.4 Costs and Fees. The Merchant shall remain responsible for all costs associated with holding, handling, storage, liquidation, or disposal of abandoned Goods. ShipNinja may offset such costs against any proceeds from liquidation, without obligation to remit surplus value to the Merchant.

9. Termination

9.1 Merchant Termination. You may terminate your account at any time if all outstanding balances are paid.

9.2 ShipNinja Termination. ShipNinja may terminate or suspend Services with or without cause, including for:

- Non-payment.
- Breach of this Agreement.
- Illegal, fraudulent, or abusive activity.

9.3 Consequences. Upon termination:

- Your account data may be deleted.
- Outstanding fees remain due.
- Goods must be removed after payment of all fees.

10. Indemnification

You agree to indemnify, defend, and hold harmless ShipNinja, its affiliates, officers, employees, and agents from all claims, damages, losses, or expenses (including attorneys' fees) arising from:

- Your Goods (including counterfeit, illegal, hazardous, or infringing items).
- Your customers or transactions.
- Your use of third-party integrations.
- Your breach of this Agreement or violation of law.

11. Limitation of Liability

To the maximum extent permitted by law, ShipNinja's total liability for any claim related to the Services shall not exceed the fees paid by you in the three (3) months prior to the claim. ShipNinja shall not be liable for indirect, incidental, or consequential damages.

12. Force Majeure

ShipNinja shall not be liable for delays or failures caused by events outside our control, including natural disasters, labor disputes, supply chain disruptions, carrier failures, or government actions.

13. Governing Law & Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to conflict of law principles. Any disputes, claims, or controversies arising out of or relating to this Agreement or the Services shall be resolved exclusively through binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules. The arbitration shall take place in New Jersey, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

14. Contact

For questions about these Terms, contact us at: legal@shipninja.co