

Terms of Service

Last Updated: November 04, 2025

Welcome to any.market! These Terms of Service ("Terms") govern your access to and use of any.market website, platform, and related services (collectively, the "Services"). Please read them carefully.

1. Acceptance of Terms

By accessing or using the Services, you agree to these Terms and our Privacy Policy. If you disagree, you may not use the Services.

2. Changes to Terms

We reserve the right to update these Terms from time to time. Changes will be effective when posted with a new "Last Updated" date. Your continued use of the Services after changes are posted indicates your acceptance of the updated Terms.

3. Eligibility

You must be at least 18 years old and legally capable of entering into binding contracts to use the Services.

4. Accounts and Security

Account Creation

When you create a store or make a purchase, an account will be created automatically for you. By creating or using an account, you agree to provide accurate information.

Account Security

You are responsible for:

- Maintaining the confidentiality of your account credentials
- All activities that occur under your account
- Notifying us immediately of any unauthorized access to your account
- Keeping your account information accurate and current

5. Acceptable Use

You agree not to:

- Use the Services for unlawful purposes or in violation of any applicable laws or regulations
- Infringe on the intellectual property rights of any.market or third parties
- Upload false, misleading, defamatory, or unauthorized content
- Distribute unsolicited commercial messages, spam, or bulk communications
- Attempt to gain unauthorized access to our systems or networks
- Interfere with or disrupt the Services or servers connected to the Services
- Use automated systems or software to extract data from the Services (scraping)
- Impersonate any person or entity, or misrepresent your affiliation
- Violate any Google Business Profile policies or third-party service terms

6. User Content

Ownership

You retain ownership of all content you upload, submit, or create through the Services ("User Content").

License to any.market

You grant any.market a non-exclusive, royalty-free, worldwide, perpetual, transferable license to use, display, reproduce, modify, adapt, and distribute your User Content solely to:

- Operate and improve the Services
- Create and maintain your any.market online store
- Generate AI-enhanced content and recommendations for your business
- Transform and incorporate your content into your store's catalog

- Comply with legal obligations

Your Responsibilities

You represent and warrant that:

- You own or have the necessary rights to all User Content you provide
- Your User Content does not violate any third-party rights or applicable laws
- Your User Content is accurate and not misleading

7. Google Business Profile Data

If you authorize any.market to access your Google Business Profile ("GBP") via OAuth authentication:

AI-Enhanced Store Content Creation

We access your Google Business Profile to create your any.market store. Our AI transforms your GBP data into enhanced store content, including:

- Optimized product descriptions and menu layouts
- Professional business information displays
- Structured catalog content
- SEO-enhanced metadata

Store Content Ownership

Once created, this transformed content becomes **YOUR STORE CONTENT**, which you own and control independently of your Google Business Profile. Your store content:

- Is owned by you as original store content
- Remains part of your active store for its lifetime
- Can be edited and customized through your dashboard
- Continues to function even if you disconnect your GBP

Google Business Profile Connection

- You can disconnect your GBP anytime via myaccount.google.com/permissions
- After disconnection, your existing store content remains active
- You can manually update your store content anytime through your dashboard

We do not maintain permanent copies of raw Google Business Profile API data.

Data Access and Collection

We access and collect the following GBP data with your explicit consent:

- Business profile information (name, address, phone number, website URL)
- Business hours and special hours
- Business descriptions, categories, and attributes
- Menu data, including sections, items, descriptions, and prices
- Customer reviews and ratings
- Business photos, videos, and media
- Verification status

How We Use Your GBP Data

- To create your any.market online store with optimized, structured content
- To add your store link to your Google Business Profile **at initial store creation only** (only with your explicit prior consent)
- To generate AI-enhanced descriptions, content recommendations, and menu optimizations
- To display your business information accurately on your storefront

Important: We make **no subsequent changes** to your Google Business Profile after initial store creation.

Data Ownership and Control

- You retain full ownership of all your Google Business Profile data and AI-transformed derivative content
- We do not sell, rent, lease, or share your GBP data with third parties for their marketing purposes
- We will not use your GBP data for purposes other than providing the Services as described
- You may revoke our access to Google Business Profile at any time via your Google Account settings

Customer-Generated Content

We access **customer reviews and ratings** about your business through the Google Business Profile API. These reviews are:

- Created by customers who did not directly authorize any.market
- Accessed only as permitted by Google APIs under Limited Use requirements
- Used solely to display customer feedback in your store
- Not used for advertising, AI training, or any other purpose
- Handled with the same security standards as your business data

Google API Compliance

- **any.market's use of information received from Google APIs will adhere to the Google API Services User Data Policy, including the Limited Use requirements.**
- We adhere to all Google Business Profile API policies and guidelines
- We implement appropriate security measures to protect your GBP data

Third-Party Management (if applicable)

If you use any.market to create stores for other businesses:

- You represent and warrant that business owners have authorized you to initiate OAuth on their behalf
- Business owners must authorize access through Google's OAuth consent flow
- The OAuth consent screen clearly shows what data will be accessed
- Authorization is required before any profile data is retrieved
- We add the store link to their Google Business Profile **only at initial store creation** (with their explicit consent)
- **No subsequent changes** are made to their Google Business Profile after creation
- Business owners can revoke access immediately via myaccount.google.com/permissions
- You must only access Business Profiles where the owner has explicitly granted OAuth consent

Prohibited Uses of GBP Data

We will never:

- Sell your data to data brokers, advertising platforms, or information resellers
- Use your data for personalized advertising, retargeting, or interest-based advertising
- Use your data for credit-worthiness determinations
- Use your data for surveillance purposes
- Transfer your data for purposes unrelated to the Services
- Allow unauthorized humans to read your data without your explicit consent

8. Privacy

Please review our Privacy Policy to understand how we collect, use, protect, and share your data. Our Privacy Policy is incorporated into these Terms by reference.

9. Payment Terms

Free Tier

any.market offers a free tier with basic functionality and ad-supported features.

Paid Subscriptions

Premium features are available through paid subscription plans. By subscribing:

- You agree to pay all fees associated with your chosen plan
- Fees are billed in advance regularly (monthly or annually)
- All fees are non-refundable unless otherwise stated or required by law
- We may change subscription fees with 30 days' advance notice

Transaction Fees

We may charge transaction fees on sales made through your any.market store. Current rates are disclosed at checkout and in your account settings.

Payment Processing

Third-party payment processors process payments. You agree to their terms and conditions.

10. Intellectual Property Rights

any.market Content

The Services, including all software, text, graphics, logos, images, and other content (excluding User Content), are owned by any.market, Corp., or its licensors, and are protected by intellectual property laws.

Trademarks

any.market, the any.market logo, and other marks are trademarks of any.market, Corp. You may not use these without our prior written permission.

Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Services for their intended purpose, subject to these Terms.

Google Branding

You must comply with Google's branding guidelines when displaying any Google-related features, buttons, or content in connection with your use of the Services.

11. Indemnification

You agree to indemnify, defend, and hold harmless any.market, Corp., its affiliates, officers, directors, employees, agents, and partners from and against any claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from:

- Your use or misuse of the Services
- Your violation of these Terms
- Your violation of any rights of any third party
- Your User Content
- Your violation of any applicable laws or regulations
- Your management of Google Business Profiles without proper authorization

12. Disclaimers and Limitations of Liability

Disclaimers

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Warranties of merchantability, fitness for a particular purpose, title, and non-infringement
- That the Services will be uninterrupted, secure, or error-free
- Those defects will be corrected
- That the Services or servers are free of viruses or harmful components
- The accuracy, reliability, or completeness of any content or information

any.market does not warrant that:

- Your online store will generate any specific level of sales or traffic
- AI-generated content will be error-free or meet your specific requirements
- Integration with Google Business Profile will always function without interruption

Limitations of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, any.market, Corp., ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR:

- Any indirect, incidental, special, consequential, or punitive damages
- Loss of profits, revenue, data, use, goodwill, or other intangible losses
- Damages resulting from your access to or inability to access the Services
- Unauthorized access to or alteration of your transmissions or data
- Statements or conduct of any third party on the Services
- Any other matter relating to the Services

LIABILITY CAP: IN NO EVENT SHALL any.market's TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) EXCEEDS THE AMOUNT YOU PAID TO any.market IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR ONE HUNDRED DOLLARS (\$100 USD), WHICHEVER IS GREATER.

Some jurisdictions do not allow the exclusion of certain warranties or limitation of liability for incidental or consequential damages. In such jurisdictions, the above limitations may not apply to you to the extent prohibited by law, and any.market's liability shall be limited to the maximum extent permitted by law.

13. Termination

Termination by You

You may terminate your account at any time by contacting us at info@any.market.

Termination by Us

We may suspend or terminate your account and access to the Services, with or without notice, if:

- You violate these Terms
- You violate applicable laws or regulations
- You violate Google API policies or other third-party terms
- Your use of the Services poses security or liability risks
- We discontinue the Services or any part thereof

Effects of Termination

- You must immediately stop using the Services
- Your store will be deactivated
- We may retain AI-transformed content as part of our platform's historical data for operational and legal purposes
- You remain liable for all obligations accrued before termination
- Provisions that by their nature should survive (including indemnification, limitations of liability, and dispute resolution) shall survive termination

Data After Termination

- Upon request made within 30 days of termination, we will provide you with a copy of your store data
- Google Business Profile access will be revoked immediately upon termination
- AI-transformed content may be retained for our operational and legal purposes

14. Dispute Resolution and Governing Law

Governing Law

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

Jurisdiction and Venue

Any legal action or proceeding arising under these Terms will be brought exclusively in the federal or state courts located in New Castle County, Delaware, and the parties hereby irrevocably consent to personal jurisdiction and venue therein.

Informal Resolution

Before filing a claim, you agree to contact us at info@any.market to attempt to resolve the dispute informally. We will try to resolve conflicts in good faith within 30 days.

Class Action Waiver

To the extent permitted by law, all claims must be brought in the parties' individual capacity and not as a class member in any purported class, collective, or representative proceeding. You agree to waive any right to participate in any class action lawsuit or class-wide arbitration.

15. Modifications to the Services

We reserve the right to:

- Modify, suspend, or discontinue the Services (or any part thereof) at any time
- Impose limits on certain features or restrict access to parts of the Services
- Change pricing for paid features with 30 days' advance notice

We will provide reasonable notice of material changes when feasible; however, we are not obligated to do so for minor changes or security updates.

16. Third-Party Services and Links

The Services may contain links to third-party websites, services, or resources. We:

- Do not endorse or assume responsibility for third-party content or services
- We are not liable for any damage or loss caused by your use of third-party services
- Encourage you to review the terms and privacy policies of any third-party services

Third-party services are integrated into any.market (such as payment processors, Google APIs, or delivery services) are subject to their own terms and conditions.

17. General Provisions

Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and any.market regarding the Services.

Severability

Suppose any provision of these Terms is found to be unenforceable or invalid. In that case, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

Waiver

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

Assignment

You may not assign or transfer these Terms or your rights hereunder without our prior written consent. We may assign these Terms without restriction.

No Agency

Nothing in these Terms creates any agency, partnership, joint venture, or employment relationship between you and any.market.

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, riots, labor disputes, or internet/telecommunications failures.

Notices

We may provide notices to you via email to your registered email address, through the Services, or by posting on our website. You may give notice to us at:

any.market, Corp.

c/o Corporation Service Company (Registered Agent)

251 Little Falls Drive

Wilmington, New Castle County

Delaware 19808, United States

Email: info@any.market

Language

These Terms are provided in English. Any translations are provided for convenience only, and the English version shall control in case of conflict.

18. Contact Us

For all inquiries, please email us at info@any.market.

By using any.market, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.

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Legal Entity: any.market, Corp. (Delaware C-Corporation)

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Registered Office: 251 Little Falls Drive, Wilmington, DE 19808