

Terms of Service

Effective Date: April 21, 2025

These Terms of Service (“**Terms**”) constitute a legally binding agreement between you (“**User**,” “**you**,” or “**your**”) and Perch Technologies, Inc. (“**Perch**,” “**Company**,” “**we**,” “**our**,” or “**us**”), governing your use of the Perch browser extension and website located at <https://gotperch.com> (collectively, the “**Services**”).

By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, including the Privacy Policy. If you do not agree to these Terms, do not access or use the Services.

1. Eligibility

You must be at least 13 years of age (or older, where required by applicable law) and legally competent to enter into a binding agreement in your jurisdiction. You may not use the Services if you are located in a country that is subject to a U.S. government embargo or are on any U.S. government list of prohibited or restricted parties.

2. Description of Services

Perch provides a browser extension that allows users to passively support nonprofit organizations, schools, and community groups through online shopping. By converting retail links into affiliate links, Perch enables affiliate commissions to be directed to a user-selected beneficiary organization.

You acknowledge and understand that:

- Not all purchases may result in an affiliate commission.
 - Commissions are subject to the tracking success of third-party networks, retailers, and cookies.
 - Funds are not guaranteed and are dependent on retailer and affiliate network policies.
 - Perch is not responsible for commission eligibility, payment timelines, or payout failures from third-party networks.
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3. Account Registration and User Responsibilities

You may be required to register an account or provide limited personal information to use certain features of the Services.

You agree to:

- Provide accurate and complete information;
 - Not share your login credentials or impersonate another person;
 - Use the Services in compliance with all applicable laws and regulations;
 - Not reverse-engineer, decompile, or exploit the Services or related technology;
 - Not use automated scripts, crawlers, or bots to access or interact with the Services.
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4. Intellectual Property

All content, features, functionality, and software provided by Perch, including but not limited to trademarks, service marks, text, graphics, logos, and software code, are owned by Perch or its licensors and are protected by intellectual property laws.

You may not reproduce, modify, distribute, display, or create derivative works of the Services without express written permission.

5. Third-Party Services and Retailers

The Services may contain links to or rely on third-party websites, services, or platforms, including retailers and affiliate networks. These are not owned or controlled by Perch, and we are not responsible for their content, policies, actions, or performance.

Your interactions with third-party services are solely between you and the third party, and are governed by their terms and privacy policies.

6. Disclaimer of Warranties

The Services are provided “**as is**” and “**as available**” without warranties of any kind, either express or implied. To the maximum extent permitted under applicable law, Perch disclaims all warranties, express or implied, including but not limited to:

- Merchantability;
- Fitness for a particular purpose;
- Non-infringement;
- Reliability, availability, or accuracy of tracking or reporting;

- That affiliate commissions will be received or disbursed.

We do not guarantee uninterrupted or error-free functionality of the Services.

7. Limitation of Liability

To the fullest extent permitted by applicable law, in no event shall Perch, its officers, directors, employees, affiliates, agents, or licensors be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenue, data, or goodwill arising from:

- Your access to or use of (or inability to access or use) the Services;
- Any third-party content or conduct;
- Unauthorized access, use, or alteration of your information.

In no event shall Perch's total liability exceed one hundred U.S. dollars (USD \$100), even if any remedy fails of its essential purpose.

8. Indemnification

You agree to defend, indemnify, and hold harmless Perch, its affiliates, employees, contractors, officers, and directors from and against any claims, damages, obligations, losses, liabilities, costs, or debt arising from:

- Your use of and access to the Services;
 - Your violation of any provision of these Terms;
 - Any activity related to your account or your misuse of the Services.
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9. Termination

Perch may suspend or terminate your access to the Services at any time, with or without notice, for conduct that violates these Terms or is otherwise harmful to the Company, other users, or third parties. Upon termination, all rights granted to you will cease immediately.

10. Modifications to the Terms

We may revise these Terms at any time. If we make material changes, we will notify you via the Services or by other means. Your continued use of the Services after changes become effective constitutes your acceptance of the new Terms.

11. Governing Law & Dispute Resolution

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

Binding Arbitration: Any disputes arising from or related to these Terms shall be resolved through final and binding arbitration conducted under the rules of the American Arbitration Association. The arbitration shall be held in Delaware, and judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction.

You waive the right to participate in class actions or class-wide arbitration.

12. Miscellaneous

- **Entire Agreement:** These Terms, along with our Privacy Policy, constitute the entire agreement between you and Perch.
 - **Severability:** If any provision is found unenforceable, the remainder will remain in effect.
 - **No Waiver:** Our failure to enforce any right or provision will not be considered a waiver.
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13. Contact Us

For questions or concerns regarding these Terms, contact us at:

Email: support@gotperch.com