

Terms of Service

MyLouLan.com

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Welcome to myloulan.com, owned and operated by **Three Commercial LLC**, a New Jersey limited liability company, now registered as **LouLan Technologies LLC** (referred to in these terms as “LouLan”). The business continues under the same ownership and operations. LouLan is a Software as a Service (“SaaS”) company and provides services to logistics providers (“3PL”) and E-Commerce merchants (“Customer”) to empower them to stay on top of their daily technology needs and help them succeed in their business. We provide the services subject to the following conditions. By using LouLan services, you agree to these terms and conditions. Please read them carefully.

Account Setup and Ownership

New account can only be setup by owner of business. LouLan does NOT allow 3rd party registration on behalf of Customer, nor can an account be transferred without explicit consent from LouLan.

Termination of Service

LouLan reserves the right, at its sole discretion, to close an existing account, with or without reason. A decision to close an account will be communicated to the Customer in email. Customer data will be disposed after 7 (seven) days following account termination.

Account Information Accuracy

LouLan requests that all information provided by Customer to open account(s) is accurate and truthful to the best knowledge of Customer. If LouLan finds out that Customer knowingly misrepresents information all account(s) associated with Customer will be terminated.

Communication

LouLan makes official communication with Customer through email. It is Customer’s responsibility to make sure that email associated with account is valid and reachable and is checked on regular basis for notifications and updates from LouLan.

Customer Use

Customer is responsible for all activities relating to Customer’s access and use of the Services and Content for compliance with all applicable laws, rules, and regulations associated therewith, including without limitation those relating to data privacy, international communications, and transmission of technical or personal data. Customer agrees NOT to disclose or provide access to Services or Content to any person or entity that are competitors of LouLan.

Third-Party Platform Compliance

Customer acknowledges that the Services may be used to access data from third-party platforms, including Amazon's Selling Partner API. Customer agrees not to use the Services in any manner that violates the terms, policies, or agreements of any such platform, including the Amazon Services API Developer Agreement, the Amazon Data Protection Policy, and the Amazon Acceptable Use Policy. LouLan reserves the right to suspend or terminate access immediately, without prior notice, where it reasonably believes the Services are being used in violation of any such agreement, and to report such violations to the platform operator.

Prohibited Activities

Customer agrees not to use the Services, directly or indirectly, to:

- **Brush** — send unsolicited products to customers, or create fictitious orders or reviews, to generate or inflate ratings or reviews.
- **Infringe the intellectual property rights** of any third party, including by listing, selling or distributing counterfeit, replica or unauthorised goods.
- **Facilitate, conceal or otherwise violate** the Amazon Services Business Solutions Agreement, the Amazon Services API Developer Agreement, or the terms, policies or agreements of any other platform.
- **Misrepresent** a seller's identity, or operate multiple accounts to evade platform enforcement.

LouLan may suspend or terminate access immediately, and report the matter to the platform operator, where it reasonably believes a Customer has engaged in any such activity.

Intellectual Property

Customer represents and warrants that it holds, or has the right to use, all intellectual property rights in the products, listings, images and content it processes or transmits through the Services, and that its use of the Services does not infringe the copyright, trademark, patent, design or other proprietary rights of any third party.

LouLan does not permit counterfeit or infringing goods to be listed or distributed through the Services. On receiving an intellectual property complaint, LouLan will investigate and may suspend the account or remove the content while the complaint is resolved, and will act on valid complaints.

Amazon Data Handling

Where the Services process data obtained from Amazon's Selling Partner API ("Amazon Data"), LouLan handles such data in accordance with the Amazon Data Protection Policy.

- Amazon Data is stored in a segregated database schema, separate from Customer and third-party data.
- Amazon Data is encrypted in transit using TLS 1.3 and at rest using AES-256.
- Personally identifiable information within Amazon Data is removed from live systems no later than **30 days** after order delivery, except where retention is required by law, including tax and regulatory requirements.
- Amazon Data records are retained for no longer than **180 days** for operational and legal-record purposes, after which they are permanently purged.
- Access to Amazon Data is logged and granted on a need-to-know basis.
- Amazon Data is not exported, downloaded, or made available to Customers through any API.

Proprietary Rights

The Services, Content, and all software, documents, processes, methodologies, know-how, and any additional intellectual property used by or on behalf of LouLan or its licensors, together with all copyrights, trademarks, patents, and any other proprietary rights inherent therein and related thereto are and will remain the sole and exclusive property of LouLan.

Customer Data

LouLan does not own any data, information, or material that Customer submits in the course of using the Services ("Customer Data"). Customer, not LouLan, shall have the sole responsibility for all aspects of the Customer Data, including, without limitation, its accuracy, legality, ownership, transmission, and use. LouLan shall have no obligation to retain any copy of Customer Data for longer than 90 days after termination of this Agreement. To the extent that any information and data is posted to and stored by LouLan, Customer hereby grants to LouLan right to access, use, reproduce, modify, aggregate such Customer Data for LouLan to provide services to Customer. LouLan has the right but not the obligation to monitor and edit or remove any activity or data. LouLan takes no responsibility and assumes no liability for any data posted by you or any third party.

Timely Payment

Some of the services LouLan provides incur monthly fees. Customer's continued use of these services is deemed an acknowledgement and acceptance of the fees. It is Customer's responsibility to make timely payment upon receiving invoices from LouLan. Failure for doing so will result in further actions from LouLan, including but not limited to termination of service, sending invoices to collecting agents, etc.

Disclaimer and Limitation of Liability

LOULAN PROVIDES THE SERVICES TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. LOULAN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT (1) USE OF ANY SERVICES OR CONTENT WILL BE SECURE, TIMELY OR ERROR-FREE, (2) THE DATA STORED WILL BE ACCURATE AND RELIABLE, (3) ANY ERRORS OR DEFECTS IN THE SERVICES OR CONTENT WILL BE CORRECTED.

LOULAN HAS NO LIABILITY WITH RESPECT TO THE SERVICES OR CONTENT OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSSES OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING IN ANY WAY FROM THE SERVICES OR CONTENT EVEN IF LOULAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.