CLOUDCART ECOSYSTEM

Partner Terms & Conditions

Terms governing participation as an Expert, Reseller or Affiliate Partner in the CloudCart Ecosystem

Effective Date: These Terms become effective on the date the Partner electronically accepts them during the onboarding process or otherwise through the CloudCart Ecosystem Platform.

About these Terms

These Partner Terms & Conditions govern participation in the CloudCart Ecosystem where a Partner performs one or both of the following roles:

- Expert Partner; and/or
- Reseller Partner — participating as a Reseller or as an Affiliate.

Where a Partner is approved for both roles, these Terms govern both activities simultaneously through a single Partner account. Where a Partner participates only in one role, only the provisions applicable to that role shall apply.

These Terms replace all previous versions of the Partner Terms accepted by the Partner.

1. Parties

These Terms constitute a legally binding agreement between:

CloudCart AD, UIC 206004146, a joint-stock company incorporated under the laws of the Republic of Bulgaria, having its registered office at 5 Panorama Sofia Str., Floor 4, 1766 Sofia, Republic of Bulgaria, represented by its Executive Director ("**CloudCart**", "**we**", "**our**", "**us**");

and

the legal entity or self-employed professional applying to participate in the CloudCart Ecosystem ("**Partner**", "**you**", "**your**").

If these Terms are accepted on behalf of a legal entity, the individual accepting them represents and warrants that they possess full authority to legally bind that entity. Electronic acceptance creates a legally binding agreement between the Parties.

2. Purpose of the CloudCart Ecosystem

CloudCart operates the CloudCart Ecosystem as an integrated partner programme consisting of two independent but complementary activities.

2.1. Expert Activity

Experts provide professional services through the Marketplace, including, without limitation:

- software development;
- custom integrations;
- design;
- UX/UI;
- marketing;

- SEO;
- consulting;
- migration;
- training;
- maintenance;
- technical support; and
- any additional services approved by CloudCart.

Experts contract directly with Merchants through the Marketplace. CloudCart operates solely as the Marketplace operator, payment facilitator and technology provider. CloudCart is not a party to contracts concluded between Experts and Merchants.

2.2. Reseller Activity

Resellers introduce new Merchants to the CloudCart Platform. Depending on the Partner level, the Partner may:

- recommend CloudCart;
- onboard Merchants;
- assist during implementation;
- provide first-line support;
- manage Merchant relationships; and
- receive commissions under the Commercial Annex.

The Merchant contracts directly with CloudCart for all Platform Services.

2.3. Independent Activities

Expert activity and Reseller activity are operationally independent. Performance, commissions, payouts, SLA calculations and commercial conditions are calculated separately unless expressly stated otherwise. Participation in one activity does not automatically create rights or obligations regarding the other activity.

3. Definitions

Capitalised terms have the meanings below.

Acceptance — the confirmation by a Merchant that Deliverables have been completed in accordance with the accepted Offer or applicable Marketplace workflow. Acceptance may be express, automatic or deemed, as provided under the applicable Client Terms.

Client Terms — the CloudCart Ecosystem Client Terms accepted by every Merchant using the Marketplace, including Annex A and all documents expressly incorporated therein.

Commercial Annex — the commercial agreement between CloudCart and the Partner defining commercial conditions, including Partner level, commission rates, payout schedules, recurring commissions, Expert commissions, commercial bonuses and special commercial arrangements. The Commercial Annex forms an integral part of these Terms. In case of conflict regarding commercial conditions, the Commercial Annex prevails.

Commission — the amount payable by CloudCart to the Partner under the Reseller programme.

Deliverables — all work, materials, software, documentation, designs, reports, code, configurations or other outputs produced by the Expert under an accepted Offer.

Expert — a Partner approved to provide services through the CloudCart Marketplace.

Expert Payout — the amount payable to the Expert after Marketplace fees, Platform commissions, approved refunds, dispute decisions and applicable deductions.

Job — a confirmed Marketplace engagement created after a Merchant accepts an Offer and payment has been successfully processed.

Marketplace — the CloudCart Ecosystem Marketplace operated by CloudCart.

Merchant — a customer purchasing Expert Services through the Marketplace and/or subscribing to CloudCart Platform Services.

Offer — a proposal submitted by an Expert through the Marketplace describing scope, Deliverables, pricing, execution period and commercial conditions.

Partner — a person or legal entity participating in the CloudCart Ecosystem as an Expert, a Reseller or both.

Partner Portal — the CloudCart Ecosystem management portal through which Partners administer their accounts, Offers, Jobs, payouts, Merchants, commissions and Marketplace activities.

Platform — collectively CloudCart, the Marketplace, the Partner Portal, APIs, supporting infrastructure, administrative systems, payment infrastructure and related CloudCart services.

Platform Services — the subscription services, applications, features and software provided directly by CloudCart to Merchants.

Reseller — a Partner authorised by CloudCart to introduce Merchants and receive commissions under the Commercial Annex.

Submission — the moment an Expert marks a Job as completed and submits the Deliverables through the Marketplace workflow. Submission starts the Merchant review process under the Client Terms.

SLA Score — the performance score calculated by CloudCart separately for Expert activity and Reseller activity. CloudCart may use SLA Scores for Marketplace ranking, eligibility, commissions, Partner levels, suspension and other operational decisions.

4. Eligibility

4.1. Eligibility Requirements

To participate in the CloudCart Ecosystem, the Partner must continuously satisfy all of the following requirements:

a. be legally established and authorised to conduct business under the laws of its country;

b. possess all registrations, licences and tax registrations required for its activities;

c. have full legal capacity to enter into binding agreements;

d. not be subject to bankruptcy, liquidation, insolvency or similar proceedings; and

e. not appear on any sanctions list maintained by the European Union, the United Nations, the United States, the United Kingdom, or any other applicable governmental authority.

4.2. Application Review

Submission of an application does not create any obligation for CloudCart to approve the application. CloudCart may, at its sole discretion:

- approve the application;
- reject the application;
- request additional information;
- request additional documentation;
- interview the applicant;
- require technical demonstrations;
- require certifications;
- admit the applicant only as an Expert;
- admit the applicant only as a Reseller; or
- admit the applicant for both roles.

CloudCart is not required to provide reasons for rejecting an application.

4.3. Verification

CloudCart may require identity verification before activation or at any time during participation. Verification may include:

- company registration documents;
- VAT registration;
- beneficial ownership information;
- proof of address;
- bank verification;
- tax information; and
- identity documents of authorised representatives.

Failure to provide requested information within the specified period may result in suspension or rejection of the application.

4.4. Continuous Eligibility

The Partner shall immediately notify CloudCart if any circumstance arises that could affect its eligibility. CloudCart may suspend participation until the matter has been resolved.

5. Partner Account

5.1. Single Account

CloudCart provides one Partner Portal account for each approved Partner. Where the Partner participates in both programmes, both activities are managed through the same account.

5.2. Team Members

The Partner may create additional user accounts for employees or authorised contractors. The Partner remains fully responsible for every action performed through:

- administrator accounts;
- employee accounts;
- contractor accounts; and
- delegated accounts.

CloudCart may rely on actions performed by authorised users as actions of the Partner.

5.3. Security

The Partner shall:

- maintain secure passwords;
- enable available security features;
- prevent unauthorised access;
- immediately report any suspected compromise; and
- ensure that former employees lose access immediately after termination.

The Partner is responsible for all activity occurring under its account until CloudCart receives notice of unauthorised access.

5.4. Accuracy of Information

The Partner shall maintain accurate information, including:

- legal name;
- VAT number;
- address;
- contact details;
- bank account;
- invoicing information;
- countries of operation;
- supported languages; and
- company profile.

CloudCart may rely upon the information stored in the Partner Portal.

5.5. Platform Availability

CloudCart uses commercially reasonable efforts to maintain Platform availability. CloudCart does not guarantee uninterrupted availability. Temporary interruptions may occur due to:

- maintenance;
- upgrades;
- security measures;
- infrastructure failures;
- third-party provider outages; or
- force majeure events.

5.6. Platform Changes

CloudCart may improve, modify or discontinue Platform functionality where reasonably necessary. Such modifications may include:

- Marketplace features;
- Partner Portal functionality;
- APIs;
- integrations;
- workflows;
- reporting; and

- Partner tools.

CloudCart will use reasonable efforts to avoid material disruption.

6. General Partner Obligations

Regardless of whether the Partner acts as an Expert, a Reseller or both, the Partner shall:

- act professionally;
- comply with applicable laws;
- comply with CloudCart policies;
- protect the reputation of CloudCart;
- avoid misleading statements;
- cooperate in investigations;
- provide accurate information;
- maintain appropriate insurance where required by law; and
- comply with applicable tax obligations.

6.1. Compliance

The Partner shall comply with all applicable legislation, including laws relating to:

- commercial activity;
- consumer protection;
- advertising;
- unfair competition;
- anti-money laundering;
- sanctions;
- anti-corruption;
- taxation;
- intellectual property; and
- personal data protection.

6.2. Independent Contractor

The Partner acts solely as an independent contractor. Nothing contained in these Terms creates:

- employment;
- agency;
- partnership;
- joint venture;
- franchise; or
- fiduciary relationship.

The Partner has no authority to bind CloudCart except where expressly authorised in writing.

6.3. No Exclusivity

Unless expressly agreed in writing, participation in the Ecosystem is non-exclusive. CloudCart may appoint additional Partners at any time. The Partner may participate in other commercial activities provided such activities do not breach these Terms.

6.4. Good Faith

The Partner shall act honestly and in good faith in all dealings involving:

- Merchants;
- CloudCart;
- Marketplace users; and
- other Partners.

The Partner shall refrain from conduct that could damage the integrity or reputation of the Marketplace.

6.5. Operational Cooperation

The Partner agrees to cooperate with CloudCart regarding:

- fraud investigations;
- payment disputes;
- security incidents;
- customer complaints;
- regulatory inquiries;
- compliance reviews; and
- operational audits.

CloudCart may temporarily suspend certain Platform functions while such matters are investigated where reasonably necessary to protect the Marketplace or its users.

7. Expert Activity

This Section governs the Partner's participation as an Expert. Where the Partner is also approved as a Reseller, the provisions of Section 8 apply independently. General provisions contained in these Terms apply to both activities unless expressly stated otherwise.

7.1. Marketplace Listings

The Expert may publish Marketplace listings through the Partner Portal. Each listing is subject to CloudCart's approval before becoming publicly visible. CloudCart may:

- approve;
- reject;
- request modifications;
- temporarily hide; or
- permanently remove

any listing that does not comply with these Terms or Marketplace standards. Approval of a listing does not constitute any warranty by CloudCart regarding its commercial success.

7.1.1. Listing Requirements

Each Marketplace listing shall accurately describe:

- services offered;
- Deliverables;
- execution period;
- prerequisites;

- pricing;
- exclusions;
- limitations;
- support period; and
- recurring obligations, where applicable.

The Expert remains solely responsible for the accuracy of all published information.

7.1.2. Prohibited Listings

The Expert shall not publish services that:

- are unlawful;
- infringe intellectual property rights;
- contain misleading information;
- encourage fraudulent activity;
- violate applicable law;
- exceed the Expert's demonstrated competence; or
- damage the reputation of CloudCart.

CloudCart may remove such listings without prior notice.

7.2. Pricing

The Expert independently determines the commercial conditions of each Offer. CloudCart does not determine or negotiate:

- pricing;
- hourly rates;
- fixed fees;
- execution periods; or
- commercial scope.

The Expert bears sole responsibility for the commercial terms offered to Merchants.

7.2.1. Price Changes

The Expert may modify Marketplace prices at any time. Price modifications apply only to future Jobs. Accepted Offers and existing Jobs remain governed by the pricing applicable at the moment of acceptance.

7.3. Offers

The Expert may submit Offers through the Marketplace. Each Offer should clearly specify:

- scope of work;
- Deliverables;
- implementation timeline;
- assumptions;
- Merchant responsibilities;
- total price; and
- recurring fees, if applicable.

Once accepted by the Merchant and paid through the Marketplace, the Offer becomes binding.

7.4. Job Lifecycle

Each Job follows the Marketplace workflow established by the Client Terms. The standard lifecycle is:

1. Offer
2. Merchant Acceptance
3. Payment
4. Job Created
5. In Progress
6. Submission
7. Acceptance
8. Expert Payout

The Expert shall use only the workflow available within the Platform. CloudCart may update operational statuses where reasonably necessary to improve Marketplace operations.

7.4.1. Job Commencement

The Expert shall begin work within a reasonable period after the Job becomes active, unless:

- Merchant information is missing;
- additional clarification is required; or
- another start date has been agreed.

7.4.2. Information Requests

Where the Expert cannot reasonably continue performance because required Merchant information has not been provided, the Expert shall submit an information request through the Platform. Platform timestamps constitute the official record for determining:

- delays;
- SLA calculations;
- dispute resolution; and
- operational reporting.

Communications occurring outside the Platform may be considered by CloudCart but shall not override Platform records.

7.5. Performance Standards

The Expert shall perform every Job:

- professionally;
- diligently;
- using appropriate technical skill;
- within the agreed scope;
- within the agreed execution period;
- in accordance with applicable laws; and
- consistently with Marketplace quality standards.

The Expert shall exercise reasonable care expected from an experienced professional providing similar services.

7.5.1. Quality Standards

Deliverables should:

- correspond to the accepted Offer;
- be technically functional;
- comply with Marketplace requirements;
- be reasonably free from material defects; and
- include documentation where reasonably necessary.

Minor issues that do not materially affect usability shall not automatically constitute defective performance.

7.5.2. Communication

The Expert shall maintain timely communication with the Merchant throughout the Job. Communication should include, where appropriate:

- progress updates;
- clarification requests;
- implementation questions;
- completion notifications; and
- responses to Merchant inquiries.

Failure to communicate may negatively affect Marketplace performance metrics.

7.6. Submission of Deliverables

Upon completion, the Expert shall submit the Deliverables through the Marketplace. Submission shall include any information reasonably necessary for the Merchant to review the completed work. Submission initiates the Merchant review period under the Client Terms and Annex A. The Submission timestamp recorded by the Platform shall constitute the official submission time.

7.7. Acceptance

Acceptance of Deliverables is governed exclusively by the Client Terms and Annex A. CloudCart shall apply the Marketplace Acceptance workflow as defined therein. Expert payouts become payable only after completion of the applicable Acceptance procedure, subject to:

- dispute resolution;
- approved refunds;
- payment reversals; and
- applicable deductions.

7.8. Expert Payouts

CloudCart collects Merchant payments through the Marketplace. Following Acceptance, CloudCart calculates the Expert Payout by deducting:

- Marketplace commission;
- payment processing costs, where applicable;
- approved refunds;
- dispute adjustments; and
- taxes or mandatory deductions required by law.

The payout calculation recorded within the Platform constitutes the authoritative calculation unless a manifest error exists.

7.8.1. Invoicing

Where applicable, the Expert shall issue invoices in accordance with applicable tax legislation before payment is released. The Expert remains solely responsible for:

- VAT;
- income tax;
- accounting obligations;
- statutory reporting; and
- other applicable fiscal obligations.

CloudCart does not provide tax advice.

7.8.2. No Additional Compensation

Except as expressly provided in these Terms or the Commercial Annex, the Expert is not entitled to any additional remuneration from CloudCart for Jobs completed through the Marketplace.

8. Reseller Activity

This Section governs the Partner's participation as a Reseller. Unless expressly stated otherwise, all general provisions of these Terms continue to apply. The Partner acknowledges that all Merchants purchasing Platform Services contract directly with CloudCart. The Reseller does not become a party to the Merchant's Platform subscription agreement.

8.1. Partner Types

CloudCart may assign one of the following Partner types:

- Affiliate;
- Reseller; or
- any successor partner level introduced by CloudCart.

The applicable Partner level is specified in the Commercial Annex and/or Partner Portal. CloudCart may update Partner levels and qualification requirements from time to time.

8.1.1. Affiliate

Affiliates introduce prospective Merchants to CloudCart. Affiliate activities may include:

- referrals;
- marketing;
- lead generation;
- promotional campaigns; and
- educational activities.

Affiliates do not manage Merchant accounts unless separately authorised.

8.1.2. Reseller

Resellers may perform ongoing Merchant relationship management, including:

- onboarding;
- implementation assistance;

- training;
- first-line support;
- account management; and
- commercial guidance.

CloudCart remains solely responsible for providing the Platform Services.

8.2. Merchant Acquisition

The Partner may introduce Merchants using:

- Registration Links;
- Partner Portal invitations;
- approved marketing campaigns; or
- other attribution methods approved by CloudCart.

Merchant attribution is determined exclusively by Platform records. CloudCart's attribution records shall be final unless a manifest error exists.

8.2.1. Attribution

Merchant attribution may depend upon:

- registration links;
- referral identifiers;
- attribution windows;
- campaign identifiers; and
- Platform tracking records.

CloudCart may modify attribution mechanisms where reasonably necessary.

8.3. Marketing

The Partner shall market CloudCart honestly and professionally. Marketing materials shall accurately describe:

- Platform functionality;
- pricing;
- subscriptions;
- available services;
- limitations; and
- publicly announced features.

The Partner shall not make representations not officially published or authorised by CloudCart.

8.3.1. Prohibited Marketing Practices

The Partner shall not engage in:

- misleading advertising;
- spam;
- false endorsements;
- fake reviews;
- deceptive sales practices;
- trademark abuse;

- domain impersonation;
- cookie stuffing;
- unauthorised paid advertising using CloudCart trademarks; or
- any practice prohibited by applicable law.

CloudCart may immediately suspend Partners engaging in prohibited marketing.

8.4. Merchant Communication

Where the Partner provides account management services, the Partner shall maintain professional communication with Merchants. The Partner remains responsible for:

- onboarding;
- implementation guidance;
- first-line assistance; and
- relationship management.

CloudCart remains responsible for:

- Platform operations;
- subscription management;
- Platform billing; and
- Platform availability.

8.5. Commissions

The Partner earns commissions only in accordance with:

- these Terms;
- the Commercial Annex;
- Partner level; and
- Platform records.

No commission becomes payable until CloudCart has successfully collected payment from the Merchant.

8.5.1. Eligible Products

Unless otherwise agreed, commissions apply only to Platform Services designated by CloudCart as commission-eligible. CloudCart may modify the list of eligible services upon reasonable notice.

8.5.2. Commission Adjustments

CloudCart may adjust previously calculated commissions where necessary because of:

- refunds;
- payment reversals;
- chargebacks;
- subscription cancellations;
- subscription downgrades;
- fraud;
- billing corrections; or
- manifest calculation errors.

Adjusted amounts may be deducted from future commission payments.

8.5.3. Payout Schedule

Commission payouts are processed according to the Commercial Annex. Where applicable, the Partner shall provide valid invoices before payment. CloudCart may withhold payments where:

- mandatory documentation is missing;
- tax information is incomplete;
- fraud investigations are pending; or
- legal obligations require temporary withholding.

8.6. Performance Standards

CloudCart may evaluate Partner performance using objective operational criteria, including:

- Merchant activation;
- retention;
- responsiveness;
- support quality;
- growth;
- Merchant satisfaction; and
- SLA performance.

Performance metrics may affect:

- Partner level;
- Marketplace visibility;
- eligibility for commercial programmes; and
- commission structures.

8.7. Merchant Complaints

Where the Partner manages Merchant relationships, the Partner shall cooperate in resolving Merchant complaints promptly. CloudCart retains exclusive authority regarding:

- Platform subscriptions;
- subscription billing;
- refunds relating to Platform Services; and
- Platform availability.

Nothing in this Section limits CloudCart's contractual relationship with the Merchant.

8.8. Commission Disputes

If the Partner disputes a commission calculation, the dispute shall be submitted through the Partner Portal within thirty (30) days after publication of the relevant commission record. CloudCart shall review:

- Platform records;
- payment records;
- attribution records;
- billing history; and
- other relevant operational information.

CloudCart's decision shall be binding for purposes of commission calculations processed through the Platform, without prejudice to either Party's right to pursue other legal remedies.

9. Interaction Between the Expert and Reseller Activities

9.1. Separate Activities

Expert activity and Reseller activity are commercially and operationally independent. Unless expressly provided otherwise, each activity has:

- separate commercial conditions;
- separate performance metrics;
- separate commission calculations;
- separate payout calculations; and
- separate SLA Scores.

Performance under one activity does not automatically affect the other.

9.2. One Partner Account

Where the Partner participates in both programmes, both activities are managed through a single Partner Portal account. CloudCart may display separate dashboards, reports and operational data for each activity.

9.3. Commercial Conditions

Commercial conditions applicable to each activity are governed by the Commercial Annex. Where separate Commercial Annexes exist, each Annex applies exclusively to the activity for which it was issued.

9.4. Independent Performance Evaluation

CloudCart calculates Expert SLA Scores and Reseller SLA Scores independently. Suspension of one activity for performance reasons does not automatically suspend the other activity. However, CloudCart may suspend both activities where:

- fraud;
- unlawful conduct;
- sanctions violations;
- serious contractual breaches;
- repeated material misconduct; or
- insolvency

reasonably justify termination of the Partner relationship as a whole.

9.5. Separate Financial Flows

Expert Payouts and Reseller Commissions are calculated independently. CloudCart may:

- process them together;
- process them separately; or
- apply contractual set-off where amounts are owed by the Partner.

9.6. Merchants Using Both Activities

A Merchant introduced through the Reseller programme may subsequently purchase Expert Services through the Marketplace. Likewise, a Merchant who first purchases Expert Services may later subscribe to Platform Services. Each commercial relationship shall remain governed by the applicable contractual framework. The Partner shall not attempt to circumvent either workflow.

10. Branding and Marketing

10.1. Limited Licence

CloudCart grants the Partner a limited, non-exclusive, non-transferable and revocable licence to use CloudCart trademarks solely for participation in the CloudCart Ecosystem. The licence remains valid only during the term of these Terms.

10.2. Brand Guidelines

The Partner shall comply with all branding guidelines published by CloudCart. The Partner shall not:

- alter CloudCart trademarks;
- register confusingly similar trademarks;
- register misleading domain names;
- imply ownership of CloudCart intellectual property; or
- represent itself as CloudCart.

10.3. Partner Branding

The Partner retains ownership of its own trademarks, logos and branding. The Partner grants CloudCart a worldwide, royalty-free licence to display:

- Partner name;
- company logo;
- Marketplace profile;
- publicly available service listings;
- reviews; and
- testimonials,

solely for operating and promoting the CloudCart Ecosystem.

11. Intellectual Property

11.1. CloudCart Intellectual Property

CloudCart retains all intellectual property rights relating to:

- the Platform;
- Marketplace;
- Partner Portal;
- APIs;
- documentation;
- software;
- databases;

- interfaces;
- workflows;
- reports;
- branding; and
- improvements.

Nothing in these Terms transfers ownership of CloudCart intellectual property.

11.2. Expert Deliverables

Ownership of Deliverables created by the Expert shall be determined exclusively by the agreement between the Expert and the Merchant. CloudCart claims no ownership over Deliverables unless otherwise expressly agreed in writing.

11.3. Feedback

Any feedback, suggestions or improvement proposals voluntarily submitted to CloudCart may be used by CloudCart without restriction and without additional compensation.

11.4. Infringement

The Partner warrants that Marketplace listings, Deliverables, marketing materials and other content supplied by the Partner do not infringe third-party intellectual property rights. The Partner shall indemnify CloudCart against claims arising from infringement caused by the Partner.

12. Confidentiality

12.1. Confidential Information

Each Party shall keep confidential all non-public information received from the other Party, including:

- commercial information;
- pricing;
- commission structures;
- Marketplace statistics;
- customer information;
- Merchant information;
- technical documentation;
- source code;
- business plans;
- financial information; and
- operational procedures.

12.2. Permitted Use

Confidential Information may be used solely for performing obligations under these Terms. Neither Party may disclose Confidential Information except:

- to authorised personnel;
- where legally required; or
- with prior written consent.

12.3. Commercial Information

Commission rates, Commercial Annexes and Partner commercial conditions constitute Confidential Information. The Partner shall not disclose such information to third parties without CloudCart's prior written approval.

12.4. Survival

Confidentiality obligations survive termination of these Terms for five (5) years unless mandatory law requires a longer period.

13. Data Protection

13.1. Independent Controllers

Unless expressly agreed otherwise, CloudCart and the Partner each act as independent controllers regarding the personal data they process. Nothing in these Terms creates a processor relationship unless a separate Data Processing Agreement has been executed.

13.2. Compliance

Each Party shall comply with all applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR). The Partner shall implement appropriate technical and organisational measures to protect personal data.

13.3. Personal Data Breaches

The Partner shall notify CloudCart without undue delay and, where reasonably possible, within forty-eight (48) hours after becoming aware of any personal data breach involving data obtained through the Platform. The notification shall include all information reasonably available to the Partner at that time.

13.4. Limited Use

The Partner shall process personal data obtained through the Platform solely for purposes connected with these Terms. The Partner shall not:

- sell personal data;
- disclose personal data without legal basis;
- use personal data for unrelated commercial purposes; or
- retain personal data longer than necessary under applicable law.

14. Non-Circumvention

14.1. Marketplace Transactions

The Partner shall not intentionally circumvent the CloudCart Ecosystem by encouraging or assisting a Merchant to conclude transactions outside the Marketplace where those transactions arise from introductions made through the Marketplace. This restriction applies throughout the duration of the Partner's participation in the Marketplace and for twelve (12) months following the completion or termination of the relevant Job. Nothing in this Section prevents the Partner from maintaining pre-existing business relationships established independently of the CloudCart Ecosystem.

14.2. Payment Circumvention

The Partner shall not request, encourage or accept payment outside the Marketplace for services that originated through the Marketplace unless CloudCart has expressly authorised such payment method in

writing. Attempts to bypass Marketplace payment processing constitute a material breach of these Terms.

14.3. Circumvention of the Reseller Programme

The Partner shall not manipulate attribution mechanisms, referral systems or Merchant registrations for the purpose of obtaining commissions to which the Partner is not entitled. Prohibited practices include, without limitation:

- creating fake Merchant accounts;
- self-referrals;
- duplicate registrations;
- artificial subscription activity;
- fraudulent attribution; and
- manipulation of referral identifiers.

CloudCart may immediately suspend commission payments while investigating suspected abuse.

15. Suspension and Termination

15.1. Suspension

CloudCart may suspend all or part of the Partner's participation where reasonably necessary, including where:

- these Terms may have been breached;
- fraud is suspected;
- unlawful activity is suspected;
- sanctions compliance requires suspension;
- security risks exist;
- repeated Merchant complaints indicate material service issues;
- mandatory verification has not been completed; or
- required documentation has not been provided.

During suspension, CloudCart may restrict access to some or all Platform functionality.

15.2. Partner Termination

The Partner may terminate participation at any time by providing written notice through the Partner Portal or by another method accepted by CloudCart. Termination does not affect:

- completed Jobs;
- accrued payment obligations;
- outstanding commission adjustments;
- pending disputes; or
- confidentiality obligations.

15.3. CloudCart Termination

CloudCart may terminate these Terms immediately where:

- the Partner commits a material breach;
- fraudulent conduct is established;

- sanctions prohibit continuation;
- insolvency proceedings are commenced;
- repeated serious breaches occur; or
- continued participation presents legal or operational risk to the Marketplace.

Where reasonably possible, CloudCart may provide prior notice and an opportunity to remedy non-material breaches.

15.4. Effect of Termination

Upon termination:

- Marketplace access may be disabled;
- Partner Portal access may be restricted;
- unpublished listings may be removed;
- future Offers may no longer be submitted; and
- unpaid amounts shall be processed in accordance with these Terms and the Commercial Annex, subject to any lawful deductions or pending investigations.

Termination shall not affect rights or obligations that by their nature survive termination.

16. Liability

16.1. Marketplace Role

CloudCart provides the technology infrastructure for the CloudCart Ecosystem. Except as expressly stated in these Terms, CloudCart does not guarantee:

- commercial success;
- Merchant demand;
- Partner revenue;
- uninterrupted Platform availability; or
- compatibility with third-party software.

16.2. Expert Services

CloudCart is not responsible for:

- the quality of Expert Deliverables;
- contractual performance between Experts and Merchants;
- technical implementation performed by Experts; or
- professional advice provided by Experts.

The Expert remains solely responsible for the services provided to Merchants.

16.3. Merchant Relationships

CloudCart is not responsible for disputes arising directly between the Partner and a Merchant except to the extent CloudCart administers Marketplace procedures under the applicable Client Terms.

16.4. Indirect Damages

To the maximum extent permitted by applicable law, neither Party shall be liable for indirect, incidental, special, consequential or punitive damages, including loss of profits, loss of business opportunities or loss of goodwill, arising out of or in connection with these Terms.

16.5. Limitation of Liability

To the fullest extent permitted by applicable law, CloudCart's aggregate liability arising out of or relating to these Terms shall not exceed the total amount paid or payable by CloudCart to the Partner during the twelve (12) months preceding the event giving rise to the claim. This limitation shall not apply where liability cannot be limited under mandatory law.

17. Indemnification

The Partner shall indemnify and hold harmless CloudCart, its directors, officers, employees and affiliates against claims, losses, liabilities, damages, costs and reasonable legal expenses arising out of:

- the Partner's breach of these Terms;
- unlawful conduct by the Partner;
- infringement of third-party intellectual property rights;
- violation of applicable law;
- negligent or wilful misconduct; or
- inaccurate representations made by the Partner.

CloudCart shall promptly notify the Partner of any indemnified claim and shall cooperate reasonably in its defence.

18. Amendments

CloudCart may amend these Terms where reasonably necessary to reflect:

- legal requirements;
- regulatory changes;
- Platform developments;
- Marketplace improvements;
- operational changes; or
- security requirements.

Material amendments shall become effective after reasonable prior notice unless immediate implementation is required by applicable law or security considerations. Continued participation in the CloudCart Ecosystem after the effective date of amended Terms constitutes acceptance of the updated Terms.

19. Miscellaneous

19.1. Entire Agreement

These Terms, together with the Commercial Annex, the Partner Privacy Policy and any documents expressly incorporated by reference, constitute the entire agreement between the Parties concerning participation in the CloudCart Ecosystem. They supersede all prior discussions, understandings and agreements relating to the same subject matter.

19.2. Assignment

The Partner may not assign or transfer its rights or obligations under these Terms without CloudCart's prior written consent. CloudCart may assign these Terms to an affiliated company or in connection with a merger, acquisition or transfer of substantially all of its business.

19.3. Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

19.4. No Waiver

Failure by either Party to enforce any provision shall not constitute a waiver of future enforcement of that provision or any other provision.

19.5. Force Majeure

Neither Party shall be liable for delay or failure to perform obligations caused by events beyond its reasonable control, including natural disasters, war, terrorism, governmental actions, labour disputes, internet failures or widespread infrastructure outages. The affected Party shall use reasonable efforts to minimise the effects of the force majeure event.

19.6. Governing Law

These Terms shall be governed by the laws of the Republic of Bulgaria, excluding its conflict of laws rules.

19.7. Jurisdiction

Any dispute arising out of or relating to these Terms shall be submitted to the competent courts of Sofia, Bulgaria, unless mandatory applicable law provides otherwise.

19.8. Electronic Acceptance

The Partner acknowledges that acceptance of these Terms through the CloudCart Ecosystem, including by selecting an electronic acceptance checkbox or similar electronic confirmation, constitutes a legally binding signature and has the same legal effect as a handwritten signature.