CLOUDCART ECOSYSTEM

Partner Privacy Policy

How CloudCart collects, uses, stores, shares and protects personal data across the CloudCart Ecosystem.

Effective Date: This Privacy Policy becomes effective on the date the Partner electronically accepts the Partner Terms & Conditions or otherwise begins participating in the CloudCart Ecosystem.

This Privacy Policy explains how CloudCart collects, uses, stores, shares and protects personal data processed in connection with the CloudCart Ecosystem.

It supplements the Partner Terms & Conditions and applies to all Partners participating as Experts, Resellers or Affiliates.

1. Data Controller

The controller responsible for processing personal data under this Privacy Policy is:

CloudCart AD
UIC: 206004146
Registered office: 5 Panorama Sofia Str., Floor 4, 1766 Sofia, Republic of Bulgaria
Email for privacy matters: ecosystem@cloudcart.com

Where required by applicable law, CloudCart may appoint a Data Protection Officer or other privacy contact, whose details will be published on the Platform.

2. Scope

This Privacy Policy applies to personal data processed when a Partner:

- applies to join the CloudCart Ecosystem;
- creates a Partner account;
- accesses the Partner Portal;
- publishes Marketplace listings;
- submits Offers;
- communicates with Merchants;
- receives commissions or Expert Payouts;
- participates in Partner programmes;
- contacts CloudCart;
- uses Platform Services available to Partners.

This Policy applies regardless of whether the Partner acts as an Expert, a Reseller, or both.

3. Definitions

For the purposes of this Privacy Policy:

“Merchant” means a customer using the CloudCart Platform or Marketplace.

“Partner” means any individual acting on behalf of an approved Expert or Reseller or applying for participation in the CloudCart Ecosystem.

“Personal Data” means any information relating to an identified or identifiable natural person.

“Platform” means the CloudCart Ecosystem, Partner Portal, Marketplace and related services.

“Processing” means any operation performed on Personal Data including collection, storage, use, disclosure, deletion or destruction.

Unless otherwise defined herein, capitalised terms have the meanings assigned in the Partner Terms & Conditions.

4. Categories of Personal Data

Depending on the Partner’s activities, CloudCart may process the following categories of Personal Data.

4.1. Identification Data

Including:

- full name;
- company representative details;
- job title;
- date of birth where legally required;
- nationality where legally required;
- identity verification information.

4.2. Contact Information

Including:

- email address;
- telephone number;
- business address;
- billing address;
- correspondence address.

4.3. Company Information

Including:

- company name;
- company registration number;
- VAT number;
- registered office;
- legal representatives;
- beneficial ownership information where required by law.

4.4. Financial Information

Including:

- bank account details;
- IBAN;
- payment preferences;
- invoicing information;
- tax identification numbers;
- payout history;
- commission history.

4.5. Account Information

Including:

- Partner ID;
- usernames;
- authentication information;
- login history;
- security settings;
- account preferences.

Passwords are stored only in encrypted form and are never accessible in plain text.

4.6. Marketplace Information

Where the Partner acts as an Expert, CloudCart may process information relating to:

- Marketplace listings;
- Offers;
- Jobs;
- Deliverables metadata;
- Submission timestamps;
- Acceptance records;
- Marketplace ratings;
- Marketplace reviews;
- Marketplace performance statistics.

CloudCart does not claim ownership of Deliverables but may process related operational information required for Marketplace administration.

4.7. Reseller Information

Where the Partner participates as a Reseller, CloudCart may process information relating to:

- referrals;
- attributed Merchants;
- commission calculations;
- Partner level;
- commercial performance;
- SLA Scores;
- Partner certifications.

4.8. Technical Information

CloudCart automatically collects certain technical information including:

- IP address;
- browser type;
- operating system;
- device identifiers;
- language settings;
- Platform usage logs;
- API activity;
- diagnostic information;
- security logs.

4.9. Communications

CloudCart may process communications exchanged through:

- Partner Portal;
- Marketplace messaging;
- support tickets;
- email correspondence;
- training sessions;
- webinars;
- customer support interactions.

4.10. Public Profile Information

Where the Partner chooses to publish a Marketplace profile, CloudCart may display:

- company name;
- logo;
- biography;
- certifications;
- service categories;
- languages;
- public reviews;
- public ratings;
- portfolio information.

Only information intentionally designated as public will be displayed within the Marketplace.

5. Why We Process Personal Data

CloudCart processes Personal Data only where necessary for legitimate business purposes and in accordance with applicable data protection legislation.

Depending on the circumstances, Personal Data may be processed for the following purposes.

5.1. Ecosystem Participation

To:

- evaluate Partner applications;
- verify eligibility;
- create Partner accounts;
- manage access to the Partner Portal;
- administer Partner profiles;
- enable Marketplace participation;
- manage Partner levels;
- provide Platform functionality.

5.2. Marketplace Operations

Where the Partner acts as an Expert, CloudCart processes Personal Data to:

- publish Marketplace listings;
- process Offers;
- administer Jobs;
- record Submissions;
- facilitate Acceptance workflows;
- calculate Expert Payouts;
- administer Marketplace disputes;
- prevent fraud.

5.3. Reseller Programme

Where the Partner acts as a Reseller, CloudCart processes Personal Data to:

- attribute Merchant referrals;
- calculate commissions;
- administer Partner levels;
- evaluate programme performance;
- process commission payments;
- prevent commission abuse.

5.4. Financial Administration

CloudCart processes Personal Data to:

- issue invoices where applicable;
- process payouts;
- perform accounting;
- maintain financial records;
- comply with tax legislation;
- satisfy audit requirements.

5.5. Customer Support

To:

- respond to enquiries;
- resolve technical issues;
- investigate complaints;
- administer disputes;
- improve support quality;
- communicate operational updates.

5.6. Platform Security

CloudCart processes Personal Data to:

- detect fraud;
- identify suspicious activity;
- protect Platform infrastructure;
- prevent unauthorised access;
- investigate security incidents;
- comply with security obligations.

5.7. Legal Compliance

Where required, CloudCart processes Personal Data to comply with:

- tax legislation;
- accounting obligations;
- anti-money laundering requirements;
- sanctions regulations;
- court orders;
- regulatory investigations;
- legal reporting obligations.

5.8. Platform Improvement

CloudCart may analyse aggregated operational information to:

- improve Marketplace functionality;
- improve Partner tools;
- develop new features;
- measure Platform performance;
- improve user experience.

Where possible, CloudCart uses anonymised or aggregated information for these purposes.

6. Legal Bases for Processing

Depending on the processing activity, CloudCart relies on one or more of the following legal bases under Article 6 GDPR.

6.1. Performance of a Contract

Processing necessary to:

- process Partner applications;

- administer Partner accounts;
- provide access to the Platform;
- facilitate Marketplace operations;
- calculate commissions;
- process Expert Payouts;
- communicate regarding the Ecosystem.

6.2. Legal Obligations

Processing necessary to comply with:

- accounting legislation;
- tax legislation;
- anti-money laundering legislation;
- sanctions legislation;
- court orders;
- regulatory obligations.

6.3. Legitimate Interests

CloudCart may process Personal Data where necessary for its legitimate interests, including:

- improving the Platform;
- protecting Platform security;
- fraud prevention;
- dispute resolution;
- enforcing contractual rights;
- maintaining Marketplace integrity;
- analysing operational performance.

CloudCart balances these interests against the rights and freedoms of data subjects.

6.4. Consent

Where consent is required by applicable law, CloudCart shall request consent before processing Personal Data. Consent may be withdrawn at any time. Withdrawal of consent does not affect the lawfulness of processing carried out before withdrawal.

7. Sharing Personal Data

CloudCart does not sell Personal Data.

Personal Data may be shared only where necessary for the purposes described in this Privacy Policy.

7.1. Within the CloudCart Ecosystem

Depending on the Partner's activities, limited Personal Data may be shared with:

- Merchants;
- Experts;
- Resellers;
- authorised Partner representatives;

where necessary to perform Marketplace transactions or provide Platform Services.

7.2. Service Providers

CloudCart may engage carefully selected service providers assisting with:

- cloud hosting;
- payment processing;
- accounting;
- customer support;
- identity verification;
- email delivery;
- analytics;
- security monitoring;
- infrastructure management.

Service providers receive only the Personal Data necessary for performing their contracted services.

7.3. Professional Advisers

CloudCart may disclose Personal Data to:

- lawyers;
- auditors;
- accountants;
- insurers;
- financial advisers;

where reasonably necessary.

7.4. Legal Authorities

CloudCart may disclose Personal Data where required:

- by law;
- by court order;
- by competent regulatory authority;
- during legal proceedings;
- to protect legal rights.

7.5. Corporate Transactions

If CloudCart undergoes:

- merger;
- acquisition;
- restructuring;
- sale of assets;
- investment transaction;

Personal Data may be transferred as part of that transaction, subject to applicable law.

8. International Transfers

CloudCart primarily stores Personal Data within the European Economic Area (EEA).

Where Personal Data is transferred outside the EEA, CloudCart implements appropriate safeguards, including where applicable:

- European Commission adequacy decisions;
- Standard Contractual Clauses (SCCs);
- other transfer mechanisms recognised under applicable law.

CloudCart takes reasonable measures to ensure that transferred Personal Data continues to receive an adequate level of protection.

9. Data Retention

CloudCart retains Personal Data only for as long as necessary to fulfil the purposes described in this Privacy Policy or as required by applicable law.

Retention periods depend on the category of data and the applicable legal obligations.

9.1. Account Information

Partner account information is retained for the duration of the Partner relationship.

Following termination, account information may be retained for the period necessary to:

- resolve disputes;
- enforce contractual rights;
- comply with legal obligations;
- protect against fraud;
- maintain accounting records.

9.2. Financial Records

Financial information, invoices, commission records and payout records are retained for the period required under applicable accounting and tax legislation.

9.3. Communications

Support requests, Marketplace communications and correspondence may be retained for as long as reasonably necessary to:

- provide customer support;
- investigate complaints;
- resolve disputes;
- improve Platform services;
- comply with legal obligations.

9.4. Security Logs

Security logs and technical records are retained for periods appropriate to:

- detect fraud;
- investigate security incidents;
- maintain Platform integrity;

- comply with regulatory obligations.

9.5. Deletion

Where Personal Data is no longer required, CloudCart will:

- securely delete it;
- anonymise it; or
- otherwise dispose of it in accordance with applicable law and internal retention procedures.

10. Security

CloudCart implements appropriate technical and organisational measures designed to protect Personal Data against:

- accidental destruction;
- loss;
- alteration;
- unauthorised disclosure;
- unauthorised access;
- unlawful processing.

Security measures may include:

- encryption;
- access controls;
- authentication procedures;
- monitoring systems;
- backup procedures;
- infrastructure security;
- regular security reviews.

Although CloudCart applies industry-standard security measures, no internet transmission or electronic storage system can be guaranteed to be completely secure.

11. Your Rights

Subject to applicable law, data subjects may exercise the following rights.

11.1. Right of Access

You may request confirmation as to whether CloudCart processes your Personal Data and obtain a copy of such data.

11.2. Right to Rectification

You may request correction of inaccurate or incomplete Personal Data.

Partners are encouraged to keep their account information accurate and up to date through the Partner Portal.

11.3. Right to Erasure

You may request deletion of Personal Data where:

- the data is no longer necessary;
- consent has been withdrawn (where processing is based on consent);
- processing is unlawful;
- deletion is required by applicable law.

CloudCart may retain information where continued processing is legally required.

11.4. Right to Restrict Processing

You may request restriction of processing under the circumstances provided by applicable law.

11.5. Right to Data Portability

Where processing is based on contract or consent and carried out by automated means, you may request a copy of your Personal Data in a structured, commonly used and machine-readable format.

11.6. Right to Object

You may object to processing based on CloudCart's legitimate interests where applicable law provides such right.

CloudCart will assess the objection in accordance with GDPR requirements.

11.7. Withdrawal of Consent

Where processing relies on consent, consent may be withdrawn at any time. Withdrawal does not affect processing performed before consent was withdrawn.

11.8. Right to Lodge a Complaint

If you believe that your Personal Data has been processed unlawfully, you may lodge a complaint with the competent supervisory authority in your country of residence or with the competent supervisory authority in the Republic of Bulgaria.

12. Partner Responsibilities

Partners processing Personal Data obtained through the CloudCart Ecosystem remain independently responsible for complying with applicable data protection legislation.

In particular, Partners shall:

- process Personal Data lawfully;
- implement appropriate security measures;
- maintain confidentiality;
- use Personal Data only for authorised purposes;
- promptly report suspected Personal Data breaches to CloudCart where required under the Partner Terms & Conditions.

Nothing in this Privacy Policy transfers responsibility for the Partner's independent processing activities to CloudCart.

13. Changes to this Privacy Policy

CloudCart may amend this Privacy Policy from time to time to reflect:

- changes in applicable law;

- regulatory guidance;
- Platform developments;
- operational improvements;
- security requirements.

Where material changes are made, CloudCart will provide reasonable notice through the Partner Portal, email or another appropriate communication channel.

The updated Privacy Policy becomes effective on the date specified in the revised version.

Continued participation in the CloudCart Ecosystem after the effective date constitutes acceptance of the updated Privacy Policy.

14. Contact

Questions regarding this Privacy Policy or the processing of Personal Data may be addressed to:

CloudCart AD
5 Panorama Sofia Str., Floor 4, 1766 Sofia, Republic of Bulgaria
Email: ecosystem@cloudcart.com

Where applicable, requests relating to data subject rights should include sufficient information to enable CloudCart to verify the identity of the requesting individual before responding.