



Terms of Use

Effective Date: July 16, 2025

These Terms of Service ("Terms") govern your access to and utilization of the services, websites, integrations, notifications, and communications furnished by Cart Warden, LLC ("Cart Warden," "we," "our," or "us"). Your access to or use of any component of the Cart Warden platform ("Platform") signifies your assent to these Terms. Should you dissent, you are precluded from using the Platform.

1. Eligibility & Scope To engage with Cart Warden, you must be at least 18 years of age and possess the legal capacity to enter into binding agreements. Your registration affirms your fulfillment of these prerequisites. These Terms are applicable to all users, encompassing both complimentary and remunerated subscribers.

2. Services Provided Cart Warden furnishes notification, analytics, and automation services meticulously tailored for online retail establishments. These services may encompass, but are not limited to: real-time alerts, AI-generated summaries, integrations with third-party platforms, and comprehensive performance reporting. Feature sets are subject to modification or discontinuation with or without notice as part of our continuous product development and compliance initiatives.

3. User Accounts You bear sole responsibility for safeguarding access to your account and for all activities transpiring under your credentials. Sharing login credentials with unauthorized individuals or impersonating another entity is strictly prohibited. Cart Warden retains the prerogative to suspend or terminate accounts at its exclusive discretion, particularly in instances of suspected misuse or violation of these Terms. Where feasible, we may attempt to provide prior notice of suspension or termination.

4. Acceptable Use You covenant not to employ Cart Warden for any illicit or proscribed purpose, including but not limited to:

- Interfering with the operational integrity or security of the Platform;
- Reverse engineering, duplicating, or reselling components of the Platform absent explicit written authorization;
- Transmitting unauthorized or unsolicited communications through our infrastructure;
- Attempting to secure unauthorized access to systems, data, or accounts.

5. Payment & Subscription Terms Subscription plans shall automatically renew unless canceled via your designated billing portal or through written notification. All payments are strictly non-refundable, unless explicitly stipulated otherwise in writing. We reserve the right to revise pricing with a 30-day advance notification. Your



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continued use shall constitute your agreement to any updated pricing. You are solely accountable for all pertinent taxes and transaction fees.

6. Intellectual Property The Platform, encompassing all software, designs, trade secrets, and content, is the exclusive property of Cart Warden or its designated licensors. Use of the Platform does not confer upon you any ownership or rights to our proprietary materials. You agree not to reproduce, distribute, or create derivative works based on any portion of Cart Warden without express written consent.

7. Confidentiality You agree not to disclose, reproduce, or misuse any confidential information made available to you through the Platform, including but not limited to internal features, proprietary language models, processes, or business strategies.

8. Data Privacy & Security Your use of Cart Warden is subject to our Privacy Policy, which outlines how we collect, use, and protect your data. By using the Platform, you consent to our handling of data as described in that policy.

9. Third-Party Services Cart Warden may rely on third-party platforms (e.g., WooCommerce, Shopify, Slack, Make.com). We are not liable for service disruptions or data handling issues caused by these services. Your use of third-party services is governed by their respective terms. If any third-party integration materially affects your access or functionality, you are responsible for reestablishing or terminating such connections.

10. Copyright Infringement (DMCA) If you believe that content on the Platform infringes your copyright, you may submit a written notification under the Digital Millennium Copyright Act (DMCA) to our designated agent at legal@cartwarden.com. The notice must include all elements required by 17 U.S.C. § 512(c)(3).

11. Data Portability Upon Termination Upon written request made within 14 days of termination, Cart Warden may provide you with an export of your non-deleted account data in a commonly used format, subject to applicable technical limitations. After this period, all data may be permanently deleted.

12. Affiliate Disclosure Cart Warden may receive affiliate compensation for referring customers to partner platforms or services integrated into the Platform (e.g., Zapier, Shopify). We disclose this in accordance with FTC guidelines.

13. Disclaimers THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO GUARANTEES ABOUT ALERT DELIVERY, SYSTEM UPTIME, OR CUSTOMER OUTCOMES.

14. Limitation of Liability TO THE MAXIMUM EXTENT PERMITTED BY LAW, CART WARDEN SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES,



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INCLUDING LOSS OF REVENUE, PROFITS, OR DATA. OUR TOTAL LIABILITY UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO US IN THE SIX (6) MONTHS PRIOR TO THE CLAIM.

15. Indemnification You agree to defend, indemnify, and hold harmless Cart Warden, its affiliates, officers, directors, and agents from any claims, liabilities, damages, losses, and expenses (including legal fees) arising from your use of the Platform, your violation of these Terms, or your infringement of any intellectual property or other right.

16. Termination We may suspend or terminate your access at any time without liability if you violate these Terms, misuse the service, or cause risk to other users or our platform. You may terminate your account at any time by following the instructions in your dashboard or contacting support.

17. Force Majeure We are not responsible for delays or failures in performance due to events outside our reasonable control, including but not limited to acts of God, internet outages, third-party disruptions, regulatory restrictions, or natural disasters.

18. Modifications to Terms We reserve the right to modify these Terms at any time. Changes will be posted on this page and effective immediately upon posting. Your continued use of the Platform constitutes acceptance of the updated Terms.

19. Governing Law & Dispute Resolution These Terms are governed by the laws of the State of Florida, without regard to conflict of law principles. Any dispute arising from these Terms shall be resolved through binding arbitration in Palm Beach County, Florida, and not in a court of law.

20. Dispute Resolution, Arbitration & Class Action Waiver You agree that any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Platform shall first be submitted to confidential, non-binding mediation administered by a neutral mediator in Palm Beach County, Florida. If mediation is unsuccessful, the matter will be resolved exclusively through final and binding arbitration in accordance with the rules of the American Arbitration Association ("AAA"), and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. **YOU EXPRESSLY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE PROCEEDING. ALL CLAIMS MUST BE BROUGHT ON AN INDIVIDUAL BASIS. YOU ALSO WAIVE ANY RIGHT TO A JURY TRIAL.** This section shall survive the termination of these Terms and your relationship with Cart Warden.

21. Publicity With your prior written or email consent, Cart Warden may identify you as a customer and use your name and logo in marketing materials or case studies. You may revoke this permission at any time by contacting us at support@cartwarden.com.



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22. Beta Features From time to time, Cart Warden may offer access to beta or experimental features ("Beta Services"). These features are provided "as-is" with no guarantees and may be modified or discontinued at any time. By using Beta Services, you acknowledge and accept associated risks and limitations.

23. Service Availability Cart Warden aims to maintain Platform availability of 99.5% uptime or higher, excluding planned maintenance and circumstances beyond our control. However, we do not guarantee uninterrupted access and disclaim liability for service interruptions.

24. Contact If you have any questions about these Terms, please contact us at:
Cart Warden, LLC
Email: support@cartwarden.com