



# Master Services Agreement

Effective Date: July 16, 2025

## CartWarden Master Services Agreement (MSA)

**Effective Date:** Upon your first use or access of the Services.

**This Master Services Agreement ("Agreement")** is entered into by and between **Cart Warden, LLC** ("CartWarden," "we," "us," or "our") and the individual or entity that accesses or uses the Services ("Customer," "you," or "your").

**BY ACCEPTING THIS AGREEMENT THROUGH A CLICK-THROUGH, SIGNATURE, OR USE OF THE SERVICES, YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES.** If you accept on behalf of an entity, you represent that you have authority to bind such entity to this Agreement.

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## 1. Definitions

**"Services"** means CartWarden's hosted software platform, including all related systems, features, APIs, alerts, AI messaging, and notifications.

**"Customer Data"** means any data, content, or materials that you input, submit, or transmit via the Services.

**"Subscription Term"** means the period during which you have an active, paid or free-tier subscription to access the Services.

**"Third Party Services"** means services not owned or controlled by CartWarden, including but not limited to integrations with Zapier, Slack, OpenAI, Twilio, Supabase, and Brevo.

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## 2. Scope of Agreement

This Agreement governs your access to and use of the Services. Any software, features, or integrations provided by CartWarden are licensed, not sold, to you.

You agree to:

- Use the Services solely for your internal business operations;
  - Maintain confidentiality of login credentials;
  - Ensure that your use is lawful and does not infringe third-party rights;
  - Refrain from misuse, reverse engineering, or unauthorized redistribution.
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## 3. Access and Use

CartWarden grants you a limited, non-transferable, non-sublicensable, revocable license to access and use the Services during the Subscription Term in accordance with this Agreement.

You are responsible for:

- Configuring integrations and ensuring accuracy of transmitted data;
  - Complying with applicable laws, including privacy, export, and consumer protection laws;
  - Securing lawful rights to all data submitted to CartWarden.
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## 4. Fees and Payment

- Subscription fees are clearly displayed at time of checkout and billed in advance.
- Fees are **non-refundable** unless otherwise required by law.
- Subscriptions **auto-renew** unless cancelled prior to the renewal date.
- You authorize CartWarden to charge your payment method for all fees and taxes due.
- Late payments may result in suspension of access.

CartWarden reserves the right to change pricing or plan limits with 30 days' notice.

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## 5. Proprietary Rights

- All right, title, and interest in the Services (including all source code, content, and features) remains exclusively with CartWarden.
  - You retain ownership of Customer Data. You grant CartWarden a worldwide, limited, royalty-free license to host, transmit, and process such data solely to provide the Services.
  - You hereby grant CartWarden a perpetual, irrevocable license to use anonymized or aggregated data for product improvement and analytics.
  - Feedback, suggestions, or improvements you provide may be used without restriction.
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## 6. Data Protection and Privacy

CartWarden will:

- Implement appropriate technical and organizational safeguards to protect Customer Data against unauthorized access, use, or disclosure;
- Not sell, rent, or share Customer Data with unaffiliated third parties, except (a) as required to provide the Services, (b) to comply with applicable law, or (c) to CartWarden affiliates, subsidiaries, or entities under common control, provided such entities are bound by confidentiality and data protection obligations substantially similar to those in this Agreement;
- Comply with applicable data protection laws including GDPR, CCPA, and other jurisdictional regulations;

You are responsible for:

- Ensuring that your collection and use of personal data complies with applicable law;
- Providing necessary disclosures and obtaining required consents.

See our Privacy Policy and Data Processing Addendum for full details.

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## 7. Confidentiality

Each party agrees to keep the other party's non-public, proprietary, or sensitive information confidential and:

- Not use or disclose such information except to fulfill its obligations under this Agreement;
- Limit access to employees or agents with a need to know;

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- Return or destroy confidential information upon termination.

Exceptions apply to information that becomes public through no fault, is independently developed, or is lawfully disclosed by a third party.

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## 8. Termination

- You may cancel at any time via your account portal. No refunds will be issued for unused time.
  - CartWarden may suspend or terminate access immediately for:
    - Non-payment,
    - Material breach not cured within 10 days,
    - Use in violation of applicable laws or this Agreement.
  - Upon termination:
    - Your license to use the Services ceases,
    - You must delete or return all confidential materials,
    - We may delete your data 30 days after termination.
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## 9. Warranties and Disclaimers

- CartWarden warrants that the Services will function materially as described during your active Subscription Term.
- If the Services materially fail to perform, your sole remedy is a refund for the unused portion of your current term.

**EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND.**

We disclaim all implied warranties including merchantability, fitness for a particular purpose, and non-infringement.

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## 10. Limitation of Liability

To the maximum extent permitted by law:

- CartWarden's total aggregate liability for all claims shall not exceed the amount paid by you in the **last 90 days**;
  - We are **not liable** for indirect, incidental, punitive, or consequential damages;
  - We are **not liable** for issues caused by third-party services, unauthorized access, or Customer's misuse.
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## 11. Export Controls & Compliance

You agree to comply with all applicable export and re-export control laws and regulations, including the U.S. Export Administration Regulations. You may not use the Services in embargoed regions or by restricted entities.

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## 12. Governing Law & Dispute Resolution

- This Agreement is governed by the laws of the **State of Florida**, excluding its conflict of law principles.
  - Any disputes shall be resolved exclusively via **binding arbitration in Palm Beach County, Florida**.
  - **No class actions** or jury trials are permitted. Each party waives the right to participate in class or representative actions.
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## 13. General Terms

- **Amendments:** CartWarden may update this Agreement. Notice will be provided via email or platform. Continued use = acceptance.
- **Assignment:** You may not assign this Agreement without written consent. We may assign to affiliates or successors.
- **Force Majeure:** We are not liable for delays or failures due to events beyond our control.
- **Notices:** Email to legal@cartwarden.com is considered valid notice. We may contact you at your account email.
- **Entire Agreement:** This Agreement, our Privacy Policy, and DPA constitute the entire agreement.
- **Severability:** If a clause is invalid, the rest remains enforceable.
- **Survival:** Sections 5, 6, 7, 9, 10, 12, and 13 survive termination.

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**By using the CartWarden Services, you affirm that you have read, understood, and agreed to be bound by this Master Services Agreement.**