General Terms of Use for “CloudCart” services

**Every customer is important to us. That is why by these General Terms of Use, we in CloudCart Ltd., aim at settling as clearly and accurately as possible the relations with each customer of our services - Online Store and Shared Hosting, hereinafter referred to as “Services”. In this connection we advise you to carefully read these General Terms of Use.
Please note that in order to start using the services of CloudCart Ltd, you need to agree with these General Terms of Use by clicking the "Register" button. By doing so you declare that you are familiar with their content and unconditionally agree to be bound by their provisions.**

**These General Terms of Use govern the relationship between Cloud Card Ltd., UIC: 202891918, with registered office in the city of Sofia, Manastirski livadi Residential Area, 55A Todor Kableshkov Blvd., represented by its managers Mr. Nikolay Iliev and Mr. Peter Krassimirov Iliev, hereinafter referred to as “Provider” or “ClaudCart”, and consumers - either individuals or duly and validly registered legal persons, hereinafter referred to as “Users” - who have registered and use the Services.**

SERVICES AND SUBSCRIPTION PLANS

* **1.**Services provided by the Provider are:
	+ **-**the right to use the Provider’s platform for creating an Online Store and
	+ **-**Shared Hosting included in a package for a price payable by the User on the basis of their choice of subscription plan.
* **2.1.**The cost of the Services provided is determined by the subscription plan selected by the User.
* **2.2.**
	+ **2.2.1.**You can find information about the subscription plans and the service packages included in them at: https://cloudcart.com/en/pricing.
	+ **2.2.2.**All questions about the Services you can ask at: support@cloudcart.com
* **2.3.**The User pays the price of the Services at the beginning of each subscription period, where the subscription period may be fixed on a monthly or annual basis. Upon receiving the payment of the subscription price and all information necessary to issue an invoice, if it was not provided when creating the personal profile, the Provider sends an electronic invoice to the e-mail address specified by the User. The latter agrees and accepts the electronic invoice as a sufficient and valid document on the basis of which the payment can be executed. In this regard, it is essential to provide a valid, correct and active e-mail address.
	+ **2.3.1.**The User is obliged to pay the price of the Services by a credit or debit card.
	+ **2.3.2.**The prices published on the Provider’s website include VAT.
* **2.4.**The Provider confirms receiving the payment, through the activation of the Services and is not responsible if the User has not specified a valid e-mail address or does not receive the invoice due to any other reason that the Provider is not responsible for.
* **2.5.**By accepting these General Terms of Use, the User explicitly declares that if they don’t pay the monthly subscription price for the period and / or for a specific Online store, they do not wish to use the Services for of this Online Store, or for the unpaid period. Failure to pay entitles the Provider to immediately remove the User’s Online store / Online stores from the server, without the need of a preliminary notice or compensation. The Provider reserves the right, in his sole discretion, to store all or part of the information contained in or linked to an online store within 30 days from the date of expiry of the last paid monthly subscription.
* **2.6.**By agreeing to these General Terms of Use, the User confirms that the use of the Services, including the use of information processed or stored by CloudCart is carried out in accordance with paragraph 9 below.

REGISTRY PROCEDURE

* **3.1.**To start using the Services, the User needs to create a Personal profile and an Online store and in order to test the functionality of the system has the right to test it during a trial period of 30 (thirty) days. For the use of the Services throughout the test period, the user does not pay the subscription price.
* **3.2.**During the trial period the User cannot actually sell goods through the established Online store.
* **3.3.**During the trial period the User can use all the features of the established Online store, with the exception of those described under item. 3.2.
* **3.4.**To access the administration panel and thus start using the Services, the User needs to create a Personal account through the Provider’s platform introducing the necessary data and pressing the "Create Now" button. Simultaneously with the creation of the Personal account a unique client code is generated for each User. The code is used for the identification of the latter and for statistical purposes.
	+ **3.4.1.**After entering the data referred to in each field, the User confirms by clicking on the "Register" button. Prior to the completion of the registration procedure, the User should be aware and confirm that they agree with these General Terms of Use. By filling in the details and clicking on the "Register" button, the User declares that they are familiar with these General Terms of Use, agree with their content and unconditionally undertake to respect them.
	+ **3.4.2.**Once the Personal account has been created and if the rest of the procedure described in these General Terms of Use has been followed, the User needs establish a personal password for remote access.
	+ **3.4.3.**The supplier confirms the User’s registration by sending an e-mail to an electronic address specified by the User to which the data for registration activation is sent. With the activation of the registration by the User, contractual relations arise between the User and the Provider in connection with the use and provision of Services.
	+ **3.4.4.**The Provider is not responsible for incorrect or false data filled in. The User undertakes to promptly update the data mentioned in their registration in case of any changes therein.
* **3.5.**After creating an account, the User can create their own Online store using the button "Create my store now".
* **3.6.**When creating an Online store the User must indicate:
	+ **1)**A domain name;
	+ **2)**A subdomain;
	+ **3)**An account;
	+ **4)**A password;
* **3.7.**By clicking the "Create my store now" button, the User creates their own Online store according to the general provisions of these General Terms of Use and concludes an individual contract for the creation of a particular Online store.
* **3.8.**For the creation of the Online store, the User receives a confirmation via the e-mail provided during the creation of their Personal account, according item. 3.4. above.
* **3.9.**For the launch of the Online store, the User needs to use the password for account access. The User bears full responsibility for protecting their password and for all acts performed by them or a third person using it.
* **3.10.**For the avoidance of doubt, the Parties agree that the Provider provides to the User an Online store without content; the user should introduce the name, description and price of the products offered, attach images of the products and create an individual design and overall concept of the Online store, their own marketing tools, individual conditions of sale and everything else that is necessary for the launch and operation of a legitimate Online store.
* **3.11**
	+ **3.11.1.**The registered User bears the sole responsibility for the veracity and lawfulness of the entered information on products and other content in the Online. The User agrees that the Provider is not responsible for the information, texts, images and materials published by the User, and their compliance with the applicable legislation.
	+ **3.11.2.**The Provider will consider a contractor, the person indicated as the holder of Personal account. This person will also be the user of any other accounts that the Provider will create and provide to the User with regard to the use of the Services.
	+ **3.11.3.**In the event that a person creates a Personal account, as an employee and within the scope of their employment obligations, the employer will be considered the holder of the Personal Account. In this connection, the employee, by creating a Personal account for their employer, within these General Terms of Use, declares that they are duly authorized to do so by the employer.
	+ **3.11.4.**In the event of a dispute regarding the ownership of the Personal Account, the Provider will consider their counterparty the person by whose credit or debit card the subscription plan has been paid, and for the purpose of clarifying the dispute, the Provider reserves the right to require the provision and any other documents proving the rights of the parties. During the process of resolving the dispute, the Provider may at their discretion suspend access to a Personal Account.
* **3.12.**As the Provider does not offer or sell the Products to the end users of the Online store, the Provider is not responsible for the sale, payment, delivery, complaints and return of products ordered by the end users of the Online store, which is a responsibility of the User.
* **3.13.**As the provider does not offer or sell the Products to the end users of the Online store, the Provider does not assume and will not have any liability or responsibility to the end users of the Online store under the Consumer Protection Law, as well as to other vendors and enterprises under the Law on Protection of Competition, since the Provider is not a trader or supplier of the products sold, but only offers service for the creation and maintenance of the User’s Online store.
* **3.14.**The User is responsible to provide all licenses, permits and registrations for the sale of legitimate products through the Online store.
* **3.15.**The User is obliged not to modify and not to interfere in the proper operation of the system, including but not limited to not frustrating the procedure of identification of another User, not accessing beyond restrictions, not preventing other Users from using the platform for Online stores.
* **3.16.**The User agrees that in case of any dispute with third parties or a penalty or any other kind of punishment for the Provider, the User will indemnify the Provider for all paid fines, damages and other expenses resulting from fraudulent or unlawful acts or omissions of the client, including in case the User has provided false data in the Online store, has violated consumer’s rights, copyright rights of third parties, personal data, competition rules and other legal requirements and regulations and so on.
* **3.17.**The User confirms that they are aware that the Services may be provided to the public, including competitors of the User and the User agrees with this.

CONTENT AND USE OF THE SERVICES

* **4.**The Services provided by the Provider to the User include the following:
* **4.1.**Providing different opportunities for publication and management of publications, including through the creation and maintenance of an Online store, granting free space on the Provider‘s Server, in which the User has the right to publish and share information with others on the Internet and store it in the abovementioned Online Stores created by the User;
* **4.2.**Providing access to the administrative panel for publication, processing and management of information in the Online stores created by the User and shared on the provided space;
* **4.3.**Providing shared hosting.
* **4.4.**Providing technical support for the Services. This service is only available for Users with a paid subscription plan and is provided by e-mail.
* **4.5.**In case of detecting deviations from the use according to these General Terms of Use, the Provider may temporarily or permanently reduce or discontinue providing the Services and remove from their own technical devices the dishonest user’s information.
* **4.6.**The Provider provides to the User access to the administrative panel for remote use of the Online Store Services.
* **4.7.**The User has the right to manage the Services only through the administrative panel provided by the Provider and by verifying their identity using the provided user name and password.
* **4.8.**The user has the right to share information by recording it on the space provided by the Provider on a server connected to the Internet.
* **4.9.**The Provider ensures the connection of the server to the Internet and the technical condition of their equipment within the selected subscription plan.
* **4.10.**The User has the right to use the Services - Online Store and Shared hosting - in good faith and for a purpose.
* **4.11.**When using the Service, the User must not use software, scripts, programming languages and other technologies that might disrupt the integrity or proper functioning of the system or create difficulties in its use by other users.
* **4.12.**The Online Stores created by the User through the Services should not create server load, which exceeds the normal practice for consumption of "Shared Hosting" Services.
* **4.13.**The User does not have the right to use the Services to create a "proxy" and launch resident programs.
* **4.14.**The User undertakes not to use the Services for the following:
	+ **•**publication, dissemination or by any means providing, data, messages, text, computer files and other materials that contradict the Bulgarian legislation, applicable foreign laws, these General Terms of Use, the Internet ethics or morals and violate the rights of third parties such as.
	+ **•**infringement of copyright or related rights, trademarks, patents or other intellectual property rights, ownership and any other material or moral rights or legitimate interests of third parties;
	+ **•**representing commercial, personal or professional secrets or other confidential information;
	+ **•**publication, distribution or provision of software or other computer files that contain viruses or other risk programs or their components; publication or transfer of illegal and pornographic materials; publication of data, messages, text, computer files and other materials containing a threat to the life and physical integrity of a human being, promoting discrimination, preaching fascist, racist or other undemocratic ideology with a content which violates the rights or freedoms under the Constitution and laws of the Republic of Bulgaria or international regulations calling for violent change of the constitutional order, for committing offense, etc.
* **4.15.**The User agrees not to use the Services to send junk mail - "spam". Violation of this requirement is grounds for suspension of the Services for which the Provider notifies the User. In case of a repeated action the Provider has the right to unilaterally terminate the provision of the Services without notice.
* **4.16.**The User provides their own equipment to be able to access and manage the Services.
* **4.17.**Provision of the Services includes the provision of a domain name.
* **4.18.**The Provider may also provide to the User other services, beyond those specified in these General Terms of Use.
	+ **4.18.1.**If the User orders the domain service from the Provider, the domain will be registered for an initial period of 1 year and will be automatically renewed for another one-year period, as long as the Personal Account for the Services covered by these General Terms of Use is active. If the User does not wish the domain renewal to be performed automatically, the User should explicitly state this via the e-mail address included in these General Terms of Use.
	+ **4.18.2.**
		- **4.18.2.1.**The User can create a design ("Theme") for their Online Store or choose to use any of the generic designs available in the CloudCart Theme Store and pay the price (for the assignment of the right to use it), which is listed at: https://cloudcart.com/en/pricing. If the User chooses to use a generic design ("Theme"), they can use it for only one of their Online Stores. If the User cancels one of their Online Stores, they can use the design for another Online Store. The User who is using a generic design ("Theme") by the CloudCart Theme Store may not sell, or provide or assign the rights to use the design to third parties. The Provider does not guarantee that the generic designs ("Theme") will be maintained, and available for the duration of the subscription plan paid by the User and the latter expressly agrees that the Provider has the right to remove, modify or suspend the support in their discretion which automatically terminates the right of the User to use the design.
		- **4.18.2.2.**The User can modify the purchased design ("Theme"). The Provider reserves the right, and the User expressly agrees that the Provider at their discretion is entitled to change, amend or otherwise modify the design ("Theme") of the Online Store if the Provider considers that it violates an applicable law or rights of third parties. The Provider may change the design ("Theme") of an Online Store in case of technical modifications or updates of the design ("Theme"), if necessary.
		- **4.18.2.3.**Intellectual property rights on design ("Theme") are owned by the designer of the Theme. In the event that during the use of a design ("Theme") the User exceeds the granted rights to use the selected design ("Theme"), the designer can initiate legal proceedings against the User. In this case, the Provider is entitled to change the controversial design ("Theme") or close the Online Store.
		- **4.18.2.4.**The User expressly agrees that the maintenance of the design ("Theme") is the responsibility of the holder of rights (the designer) of the Theme and the Provider has no obligations in this regard.
		- **4.18.2.5.**The user expressly agrees that the Provider is not responsible for the installation of the initial design ("Theme") or the installation of a new one, and the problems that may arise in this connection.
* **5.**The user expressly agrees that in order to improve the quality of the Services, perform maintenance, troubleshooting and other related activities, the Provider may temporarily restrict or suspend the provision of the Services.

PAYMENT METHODS AND SHIPPING

* **6.1.**CloudCart enables the User to choose the ways in which end-users will pay for the purchased products. The User selects from the payment methods integrated in the CloudCart technology platform. The User may also select payment methods different from the ones integrated with the CloudCart platform if this is technically possible and the parties reach a mutually acceptable agreement.
* **6.2.**To use all of the proposed payment methods, the User must create their own registrations and accounts in the relevant organizations and connect them to the User’s Online Store, while respecting the instructions published on the CloudCart page and referred to in these General Terms of Use.
* **6.3.**The User agrees that the Provider will not be liable to the User in connection with receiving from the end customers the purchase price of the products offered.
* **7.1.**CloudCart enables the user to choose the means by which end users will receive the purchased products. The Provider offers a mechanism for calculating the cost of transport, but does not provide the transport itself. The User is responsible for signing a contract with a courier or providing other means for the delivery of products to the end users. The Provider will not be liable to the User and end-users for the delivery of the products purchased through the Online Store.
* **7.2.**If a problem with the access and use of the Online Store occurs, the User will notify the Contractor of the following telephone numbers or e-mail address: support@cloudcart.com .

FORCE MAJEURE

* **8.**The Provider is not liable for any problems that occurred as a result from force majeure or reasons other than software bugs, and when the customer or end users have entered false or erroneous data or have used the Online Store in a way that does not comply with these General Terms of Use, the General Terms of Use for the respective online shop, the instructions for creating and using CloudCart, the Provider's instructions or provisions of the law. The Provider will not be liable for damages and lost profits of the User due to a problem with the online store.

DATA PROCESSING

* **9.**The Provider is a data controller registered under the Law for protection of personal data.
* **9.1.**By entering personal data the User confirms that they have provided the personal data voluntarily and give their express permission and consent for the collection, processing, storage and distribution of the data in accordance with Bulgarian legislation.
* **9.2.**When entering the data the User is required to provide complete and accurate information concerning their identity and other required data. If the User has provided incorrect or incomplete information, the Provider is not liable for breach of commitments.
* **9.3.**The User is responsible for entering someone else’s personal data.
* **9.4.**The User expressly agrees that the Provider has the right to send unsolicited commercial communications in accordance with the Bulgarian Law on E-Commerce in order to make inquiries, conduct surveys or offer advertising and information of their own or of other vendors’ goods or services. Data may be used to send unsolicited commercial communications. By entering their data the User agrees for the Provider to collect other data about the User and end-users, such as IP address, time of visit, the point of access of the websites, name and version of the web browser, operating system and other parameters provided by the web browser through which the Internet and the website have been accessed and any other information. The data collected may be used by the Provider for statistical and market research, and to improve the services provided.
* **9.5.**The User undertakes to provide the end users’ consent for collecting this information through the General Terms of Use for the respective Online Store.
* **9.6.**В случай, че по някаква причина Ползвателят е забравил или изгубил своите име и парола, Доставчикът има право да приложи обявената "Процедура за изгубени или забравени имена и пароли", достъпна на адрес cloudcart.com.
* **9.7.**The User expressly confirms that they agree for the content / data available or related to the Online Store (excluding data on credit / debit cards):
	+ **1)**to be transferred and processed unencrypted,
	+ **2)**the transfer of such data to be carried out through various networks, and
	+ **3)**the content / data available or related to the Online Store to be reprocessed / processed for the purposes of their adaptation to technical requirements of various networks or devices through which information is being transferred.
* **9.8.**Information on credit / debit cards is processed and transferred only in an encrypted form.
* **9.9.**By agreeing to these General Terms of Use, the User confirms that they are informed and give their explicit consent, within the meaning of Art. 4, paragraph 1 pt. 2 of the Personal Data Protection Act (PDPA), the personal data they have provided to the Provider or to which the latter has gained access, to be processed and stored in compliance with the requirements of the Protection of Personal Data Act. Personal data will be processed and stored both in connection with the conclusion and implementation of agreements between the parties regarding the use of the Services, and for other lawful purposes, including, but not limited to:
	+ **(1.)**execution of direct marketing - offering to the User in the future goods or services of the Provider or third parties by mail, by telephone, by sending a short message (sms) or other direct means, insofar as the User has accepted this whilst agreeing to these General Terms of Use;
	+ **(2.)**conducting market research or reporting the degree of customer satisfaction with the quality of services and activities implemented by the Provider;
	+ **(3.)**performing various calculations for statistical purposes.
* **9.10.**By agreeing to these General Terms of Use, the User certifies that they have been informed and agree that their personal data may be disclosed to or transferred for processing to third parties, regardless of whether they are established in a European Union or European Economic Area Member - State or outside them, as the term “third parties” here means parties to whom the Provider has assigned the accomplishment of certain activities or operations related to actions under p. 9.9 above, as well as the conclusion, performance or termination of the contract regarding the use the Services.
The foregoing consent to the processing of personal data also applies if the User does not enter into a contractual relationship with the Provider for any other reason.
* **9.11.**The User has the right to access their personal data stored by the Provider as well as the right to request modification, updating, deletion, correction or blocking if the processing does not meet the requirements of current legislation. The User has the right to ask the Provider to inform the third parties to whom their personal data had been disclosed about any deletion, rectification or blocking, carried out in accordance with the preceding sentence, with the exception of cases where this is impossible or involves a disproportionate efforts. The User has the right to object to the Provider to the processing of their personal data if there is legal basis for this. When the objection is justified, the User’s personal data will no longer be processed. The User has the right to object to the processing of their personal data for direct marketing purposes, and to be informed before their personal data are disclosed for the first time to third parties or used on their behalf for the purposes of direct marketing, as well as they may object to such disclosure or use. The rights under this provision shall be exercised at cloudcart.com.

RIGHTS, DUTIES AND RESPONSIBILITIES OF THE PARTIES

* **10.**The User acknowledges and agrees that the Provider has the right to decide what actions constitute a violation of these General Terms of Use, and to take appropriate measures to remedy the situation.
* **10.1.**The User does not have the right to add / configure in the control panel any domain or subdomains, that they do not have the right to use, control and manage.
* **10.2.**The User undertakes not to publish materials containing viruses or other programs intended to destroy or harm the platform or another system. The Provider reserves the right to remove and / or edit such materials.
* **10.3.**The Provider reserves the right to terminate the provision of the Services to Users whose online stores cause loads, or other events that disrupt the normal operation of the Online Store including if the User has exceeded the limits established by the Provider.
* **10.4.**When the User grants access to third parties to use and manage their online store, the User is responsible for the actions of such persons as their own.
* **10.5.**The User is responsible for the confidentiality of their data for accessing the Online Store (username and password) and assumes full responsibility for the activities / actions performed in their Personal Account and Online Store.
* **10.6.**The User acknowledges and agrees that the Provider has the right to suspend the User’s access to the Online Store if the User violates the General Terms of Use or the law, in which case the Provider is not responsible for the loss of any of the User’s data or other damages.
* **10.7.**The user undertakes not copy, modify, configure, sell or resell the Services in whole or in part, without the express written consent of the Provider.
* **11.1.**Violation of these General Terms of Use can lead to temporary or permanent termination of services and suspension of the User’s access to the Online Store without due notice, warning or any compensation from the Provider to the User.
* **11.2.**Under the foregoing conditions the Provider may, at their sole discretion, remove individual items from the User’s online store rather than discontinue its use entirely by the User.
* **11.3.**The Provider may, at their own discretion and instead of terminating the Services, require from the User to remedy the breach and the User is obliged to take action to remedy the breach within 24 hours after receiving the notification if the Provider has not specified another period.
* **11.4.**In all cases the User owes to the Provider a compensation for any damages or losses caused as a result of the breach.

SIGNALS AND COMPLAINTS

* **12.1.**The User has the right to complain if the services of CloudCart do not comply with these General Terms of Use. The complaint may be submitted electronically or in writing and must contain data about the User, including e-mail address, and a description of the violated conditions.
* **12.2.**The address for filing the complaint in written is: Sofia "Manastirski livadi" residential area, 55A Todor Kableshkov Blvd
* **12.3.**The address for filing a complaint in electronically is support@cloudcart.com.
* **12.4.**The deadline for filing a complaint is 3 days after the event.
* **12.5.**The team of the Provider will consider properly filed complaints within 14 days from receiving them and will respond to the e-mail address specified by the User.
* **13.1.**All content on the CloudCart platform including all published texts, images, photos, videos, articles, source code (except those that have been entered and implemented by the User in relation to the products offered), is copyrighted. It belongs to the Provider or the Provider has the rights to use it and it is protected under the Copyright Law and related rights. Copying and using it without obtaining the necessary rights violates the rights of the author and the mandatory provisions of Bulgarian legislation.
* **13.2.**In case of default, the Provider has the right to immediately terminate the use of the online store from the customer without notification or notice, and to claim compensation for all damages and lost profits from the actions of the User.
* **13.3.**The User is obliged to ensure the consent of the end users for respecting the copyright and other intellectual property rights of the Provider.
* **14.1.**The Provider has the right at any time to make changes and improvements to the platform, as well as the form and content of the services provided, as long as they do not violate the basic functions of the online store.
* **14.2.**The Provider is entitled to suspend services if necessary for their updating.
* **14.3.**In these cases, the Provider is not liable for damages or lost profits of the Users.
* **15.**By entering the contact data and coordinates, the User gives their express consent to the Provider to use all means of communication with the client, for which the User has specified contact information, and that the User has the consent of the client to provide their data and contact details to the Provider.
* **16.**Providing data and contact information by the client does not mean that the Provider is obliged to make contact with the User.
* **17.1.**By accepting these General Terms of Use, the User declares that they use the provided service for their commercial or professional activity.
* **17.2.**The User agrees to the distance contract conclusion, as well as advances and prepayments for product delivery.

NOTICES

* **18.**Unless expressly stated otherwise, all notifications shall be made through the contact addresses announced prominently on the website of the Provider and respectively to the e-mail and contact address of the User.

TERMINATION OF CONTRACT AND PENALTIES

* **19.**The contract for the provision of Services under these General Terms of Use shall be terminated:
	+ **-**with the expiry of the contract, according to the subscription period selected by the User;
	+ **-**in case of termination or declaration of liquidation or bankruptcy of one of the parties;
	+ **-**by mutual agreement of the parties in writing;
	+ **-**with the expiration of the thirty day test period and failure to pay the price, according to the chosen subscription plan;
	+ **-**objective inability of any of the parties to perform their obligations;
	+ **-**in case of expropriation or sealing of the equipment by the government authorities;
	+ **-**where explicitly stated in these General Terms of Use;
* **20.**The Provider has the right in their sole discretion, without giving prior notice and without compensation, to terminate the contract if they find that the Services are being used in breach of these General Terms of Use, adopted by the Provider, the legislation of the Republic of Bulgaria, generally accepted moral norms or rules for the use of the "Online Store" and "Shared hosting" Services.
* **21.1.**In the event that the User terminates the contract concluded under these General Terms of Use early, the User shall pay to the Provider a penalty in the amount of price due for the remaining contract period.
* **21.2.**If the Provider has received the full amount for the contract period, the price paid by the User will be taken to compensate the Provider for the early termination of the contract.
* **21.3.**If the contract concluded with the operation of these General Terms of Use is unilaterally terminated by the Provider due to failure to fulfill the obligations of the User, the latter owes to the Provider a penalty in the amount of the price due for the remaining period of the contract.
* **21.4.**In case of failure to fulfill the obligations of the User for the provision of the Service, the Provider is entitled to claim a penalty in the amount of the price due for the remaining period of the contract.
* **21.5.**In case of receiving of a complaint from a third party considering the use the Services in violation of laws, moral rules or provisions of these General Terms of Use, the parties agree that the Provider may temporarily restrict the provision of the Services or the access to information of the User until the case is clarified.
* **21.6.**The User shall indemnify and discharge the Provider in lawsuits and other claims from third parties (whether justified or not) for all damages and expenses (including attorneys' fees and costs) arising from or in connection with (1) failure to do any of their obligations under this contract, (2) breach of copyright, producing, broadcasting rights or other intellectual or industrial property rights, and (3) the unlawful transfer to third parties of the rights granted to the User, during the period and under the terms of the contract.
* **21.7.**The Provider is not liable in the event of failure to provide connectivity or operation of the equipment over a period of time due to force majeure, fortuitous events, problems in the Internet, technical or other objective reasons, including orders of the competent state authorities.
* **21.8.**The Provider is not liable for any damages caused by the User to third parties.
* **21.9.**The Provider is not liable for any material or immaterial damages, resulting in lost profits or damages caused to the User in the process of using or not using the Services.
* **21.10.**The Provider is not liable in cases of overcoming security measures of the technical equipment through by which the Services are provided and this results in loss of information, dissemination of information, access to information, restricting access to information, changes to the information published in the User’s sites and other similar effects.
* **21.11.**The Provider is not liable in case of provision of access to information, loss or alteration of data or parameters of the Services as a consequence of false identification of a third person pretending to be the User, if the circumstances show that this person is the User.
* **21.12.**The Provider is not liable for failure to partially or fully accomplish obligations and commitments as a result of force majeure. In case of force majeure the Provider must inform the User as required by Bulgarian law.
* **21.13.**The Provider is not liable for damages, lost profits, costs, claims and other responsibilities to the Users or end-user, if they occurred due to failure to comply with these General Terms of Use and the General Terms of Use for the respective Online Store or the existing legislation by the Users or the end user.
* **21.14.**The User agrees that in any event the responsibility of the Provider cannot exceed the amount of a three-month subscription according to the subscription plan selected by the User.

AMENDMENTS TO THE GENERAL TERMS OF USE AND THE APPLICABLE LAW

* **22.1.**These General Terms of Use may be amended by the Provider, for which the latter will adequately inform all Users of the Services.
* **22.2.**The Provider and the User agree that any supplement or amend to these General Terms of Use will be effective to the User after the explicit notification by the Provider and if the User does not declare that they reject them in the provided period of 14 days.
* **22.3.**The Provider publishes these General Terms of Use at www.cloudcart.com, together with all amendments and supplements thereto.
* **23.1.**The User and the Provider are obliged to protect each other's rights and legitimate interests and to protect their trade secrets that have come to their knowledge in the process of implementing the agreement and these General Terms of Use.
* **23.2.**The User and the Provider shall, during and after the period of the contract not make any written or verbal correspondence held between them public. The publication of correspondence in the print and electronic media, internet forums, personal or public websites and others can be considered public.
* **23.3.**In case of conflict between these General Terms of Use and a special contract between the Provider and the User the clauses of the special agreement have priority.
* **23.4.**For outstanding issues in this contract related to the implementation and interpretation of these General Terms of Use, the laws of the Republic of Bulgaria will be applied.
* **23.5.**All disputes arising from these General Terms of Use or related to them, if they cannot be settled amicably between the Provider and the User by negotiation shall be referred to the Arbitration court at the Bulgarian Chamber of Commerce, according to its Rules for cases based on arbitration agreements, where the Bulgarian law will be applicable.

These General Terms of Use come into effect for all Users on 9/30/2015