

End User License Agreement and Terms of Service

1. Acceptance of Terms

This End User License Agreement and Terms of Service (the "Agreement") is a legal agreement between you and CR-AI Labs, LLC ("Cartsy", "we", "our", or "us"), governing your use of our platform and services offered through <https://cartsy.com> ("Service").

By accessing or using the Service, you agree to be bound by this Agreement and our Privacy Policy. If you do not agree with these terms, do not use the Service.

2. Description of the Service

Cartsy provides a platform for creators to upload or connect their social media content, including recipes and cooking videos, which we process using AI to generate product shopping carts linked to participating retailers. Users can purchase items via affiliate links, and creators may earn commissions based on qualifying purchases.

Cartsy acts as an intermediary between creators, users, and retailers. We do not sell or ship any products directly.

3. User Accounts and Registration

To access certain features, you must register and create an account. You agree to provide accurate and current information and to update it as necessary.

You are responsible for maintaining the confidentiality of your login credentials and for all activities under your account.

4. Commission and Payments

Creators may earn commissions from retailer transactions. Commission amounts and payment timing depend on when we receive funds from the relevant retailer.

We aim to pay commissions within five (5) business days of receipt. Cartsy is not liable for delays or non-payment due to retailer disputes, return/cancellation policies, or fraud.

5. Acceptable Use Policy

You agree not to use the Service for any unlawful or harmful activity, including posting offensive or infringing content, attempting to reverse engineer any part of the platform, or manipulating links or commissions.

Violations may result in suspension or termination of your account and legal action.

6. Content Ownership and Licenses

You retain ownership of content you upload, but grant Cartsy a worldwide, royalty-free license to use, display, and promote that content for purposes of operating the Service.

You represent that you have the rights to share and monetize the content provided through the platform.

7. Termination

We may suspend or terminate access to the Service at our sole discretion, with or without notice, for conduct that violates this Agreement or harms others.

8. Disclaimers and Limitation of Liability

The Service is provided “as is” and without warranties of any kind. Cartsy disclaims all warranties, express or implied, including merchantability or fitness for a particular purpose.

To the extent permitted by law, we are not liable for indirect or consequential damages resulting from your use of the Service.

9. Dispute Resolution and Governing Law

This Agreement is governed by the laws of the State of Delaware, United States. Any disputes shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

By using the Service, you waive the right to a jury trial or to participate in a class action lawsuit.

10. Changes to the Agreement

We may update this Agreement at any time. Continued use of the Service after changes are posted constitutes your acceptance of the revised terms.

11. Contact Us

If you have questions about this Agreement, please contact us at:

Email: privacy@cartsy.com

Website: <https://cartsy.com>

CR-AI Labs, LLC

Cartsy is a product of CR-AI Labs, LLC.