

Cloud Retail Ltd (trading as Native Commerce)

Standard Terms of Business

1 Introduction

Cloud Retail Ltd (“Cloud Retail”, “Native Commerce”, “we”, “us”, or “our”) is a company incorporated and registered in England and Wales (Company No. 13046988) with its registered office at Kemp House, 128 City Road, London, EC1V 2NX, United Kingdom.

Cloud Retail Ltd trades under the brand name Native Commerce, representing the company’s products, platform, and services globally. References in this document to “Cloud Retail” or “Native Commerce” refer to the same legal entity, Cloud Retail Ltd.

Cloud Retail Ltd is a global software company dedicated to empowering businesses across diverse industries with innovative eCommerce solutions. Founded as Jiffy Grocery in 2020 and rebranded as Cloud Retail in 2023, and subsequently as Native Commerce in 2025, the company initially began as a grocery delivery service before evolving into a comprehensive provider of eCommerce software.

Our expertise lies in developing tailored SaaS and on-premise solutions that streamline operations, enhance customer engagement, and drive profitability. From automated order management and real-time analytics to supply-chain optimisation and customer-centric applications, Cloud Retail equips businesses with the tools needed to thrive in today's competitive digital marketplace.

1.1 Interpretation

These standard terms (“Standard Terms”) govern the relationship between Cloud Retail Ltd (trading as Native Commerce) and you. Additional terms may apply to specific services provided by Cloud Retail Ltd in a particular project (“Particular Project”), as defined below. In these Standard Terms, “we” or “us” refers to Cloud Retail Ltd (trading as Native Commerce) providing services for any specific matter, and “you” refers to the person or entity receiving our services.

1.2 Definitions

For the purposes of these Standard Terms:

- a) References to “Native Commerce” shall be understood as a trading name used by Cloud Retail Ltd;
- b) No separate legal entity named “Native Commerce” exists;
- c) All obligations, rights, liabilities, and benefits arising under this Agreement are held by Cloud Retail Ltd, regardless of whether the brand name “Native Commerce” is used in documentation, communication, or marketing materials.

2. The Service

2.1 We will provide you with the services outlined in the Order Form (“Order Form”), which will be subject to our standard terms and conditions. Any terms specified in the Order Form will also constitute part of the contractual agreement between us and you. In the event of any inconsistency between the terms stated in the Order Form and our Standard Terms of Business, these Standard Terms shall take precedence.

2.2 You acknowledge and accept that we may, from time to time, engage third-party contractors to undertake certain works necessary for the provision of the Service. Should this become necessary, you consent to the access and handling of data by such third-party contractors, which will be carried out in accordance with these Standard Terms.

3. Commencement & Duration

3.1 Our agreement shall commence upon your signature of the Order Form. The duration of the contract will be stated in the Order Form. The agreement shall automatically renew for subsequent terms of the same duration unless either party provides written notice of termination at least three months prior to the expiry of the then-current term.

4. Setup & Installation

4.1 We will perform the setup and installation of the Service-related software and equipment specified in the Order Form within the timeframe specified therein, starting from the date we receive the signed Order Form from you.

4.2 You shall provide full assistance to us, including but not limited to access to premises, facilities, and support personnel, to enable us to carry out the setup and installation.

4.3 You shall ensure your workstation and IT facilities, including internet speed, are compatible with the requirements of the setup and installation.

5. Data Storage & Handling

5.1 Data obtained from you will be used solely for the provision of the Service.

5.2 Your data will be stored on the Dedicated Environment (“On-Premise”) and Co-located Environment (“SaaS”).

5.3 Your data will be managed by our employees, contractors, and agents, strictly adhering to applicable data-protection legislation.

5.4 By signing the Order Form, you consent to the handling of your data by us in accordance with these terms.

6. Intellectual Property

6.1 Nothing in these terms shall affect our rights, title, or interest in any Intellectual Property. You acknowledge and agree that your use of the Service does not grant you any right or interest in any intellectual property owned by us. Furthermore, you acknowledge and agree that any intellectual property created as a result of using the Service shall belong exclusively to us.

7. Territorial Scope

7.1 Our services may only be used in the geographical area stipulated in the Order Form.

8. Responsibility to Backup Data

8.1 You shall be responsible for data backup for the On-Premise service model. The data shall be backed up in accordance with your own security policy on the Dedicated Environment.

8.2 We shall be responsible for data backup for the SaaS service model.

9. Technical Support

9.1 We shall provide you with technical support between (GMT +0) 9 am and 5 pm during business days.

9.2 We shall aim to fix reported problems within 48 hours of receipt of the complaint.

9.3 You accept that in some cases we may require additional time to resolve the problem.

10. User Licence

10.1 Subject to these terms, we provide you with a non-exclusive and non-transferable right to use our services during the term of the Agreement. You may not sell, lend, permit, or assign the right to use our software to any third party.

10.2 The right conferred in 10.1 is for the sole purpose of enabling you to use our services to conduct your business. All materials, software, and know-how received by you under the Agreement can be used for this purpose only.

10.3 The number of user licences will be stated in the Order Form.

10.4 Each named user can access our services through any device belonging to you.

11. Confidentiality

11.1 Each party (the Receiving Party) agrees that it shall at all times (both during the term of this Agreement and after its termination) keep confidential, and shall not without the prior written consent of the other party (the Disclosing Party) use or disclose to any third party any Confidential Information of the Disclosing Party, unless such information:

- a) was public knowledge or already known to the Receiving Party at the time of disclosure; or
- b) subsequently becomes public knowledge other than by breach of this Agreement.

11.2 The Receiving Party may use the Disclosing Party's Confidential Information in the performance of its obligations and the exercise of its rights under this Agreement.

11.3 The Receiving Party may disclose the Disclosing Party's Confidential Information:

- a) to any prospective contractor;
 - b) where necessary to comply with law, regulation, or order of any governmental or regulatory body;
 - c) to any member of the same group of companies; or
 - d) to any employees, officers, or representatives of the Receiving Party,
- provided that such persons are made aware of the obligations of confidentiality under this Agreement.

12. Marketing and Publicity Consent

12.1 By signing this Agreement, you consent to Cloud Retail Ltd (trading as Native Commerce) using your name, brand, logo, and any publicly available information about you for marketing and promotional purposes. This may include, but is not limited to, use on Native Commerce's website, social-media platforms, brochures, and other marketing materials.

12.2 You have the right to withdraw this consent at any time by providing written notice. Upon receipt of such notice, Cloud Retail Ltd (trading as Native Commerce) shall cease using your name, brand, logo, or any publicly available information in its marketing materials within 30 days, provided that materials already published shall not need to be withdrawn.

12.3 This clause does not affect any other rights or obligations regarding Confidential Information under this Agreement.

13. Suspension or Modification of the Service

13.1 We may suspend the Service, in whole or in part, if:

- a) you fail to pay any amount due under this Agreement or an Order Form and such amount remains unpaid for more than seven (7) days after its due date;
- b) you are otherwise in material breach of this Agreement;
- c) suspension is reasonably necessary to protect the security, integrity or operation of the Service; or
- d) suspension is required for maintenance or by applicable law or regulation.

13.2 Where we intend to suspend the Service due to non-payment under clause 13.1(a), we will provide you with written notice of the overdue amount and give you five (5) Business Days from the date of that notice to make payment. If the overdue amount has not been received by us in cleared funds within that period, we may suspend the Service without further notice.

13.3 Any suspension of the Service due to non-payment shall not:

- a) relieve you of your obligation to pay any amounts due under this Agreement or any Order Form;

b) prevent fees and other charges from continuing to accrue during the period of suspension; or

c) affect any other rights or remedies available to us under this Agreement.

13.4 Where the Service has been suspended due to non-payment, we shall not be required to restore the Service until all overdue amounts, including any applicable interest and recovery costs, have been received by us in cleared funds.

13.5 To the extent permitted by law, we shall not be liable for any loss, damage, business interruption, loss of revenue, loss of profits or other consequences arising from a suspension carried out in accordance with this clause.

13.6 Suspension of the Service does not constitute termination of this Agreement or any Order Form. The Agreement and applicable Order Forms shall remain in force during the period of suspension unless terminated in accordance with clause 16.

13.7 We may modify or temporarily suspend the Service where reasonably necessary for maintenance, security, technical or operational reasons. Where reasonably practicable, we will provide advance notice of planned maintenance in order to minimise disruption.

14. Force Majeure

14.1 We shall not be responsible for delays or failure to perform arising from acts beyond our control, including but not limited to acts of God, strikes, riots, war, epidemics, natural disasters, telecommunications breakdowns, or power failures.

15. Acknowledgement & Warranties

15.1 We disclaim all warranties of any kind to the extent permitted by law and unless expressly stated otherwise in these Standard Terms.

15.2 You acknowledge that:

- a) we do not guarantee or warrant the fitness of the Service for any purpose other than the one supplied;
- b) you have conducted your own due diligence regarding fitness and suitability;
- c) the entire risk arising from use of the Service remains with you;
- d) the Service is provided on an “as is” and “as available” basis and we do not guarantee uninterrupted or error-free use;
- e) you are responsible for ensuring all licence users comply with this Agreement;
- f) you will use the Service only for lawful purposes and in ways that do not harm our image.

16. Termination

16.1 Nothing in these terms affects a party’s right to terminate the Agreement for a breach of a condition or significant term. Failure to make payment for the Service constitutes such a breach.

16.2 The term of the Agreement commences on the Effective Date and continues until terminated in accordance with this Agreement or until all active Order Forms have expired.

16.3 Either party may terminate this Agreement and all Order Forms if the other party materially breaches the Agreement and fails to remedy the breach within 30 days of receiving written notice.

17. Consequences of Termination

17.1 Other than as set out in this clause, neither party shall have any further obligation to the other after termination.

17.2 Clauses 6 to 12 (inclusive) and any payment terms specified in the Order Form shall continue after termination. All outstanding payments shall be settled in full.

17.3 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations, or liabilities of the parties existing at termination.

18. Limitation of Liability

18.1 We acknowledge that our liability cannot be limited or excluded where prohibited by law. In all other circumstances, we shall not be liable for any losses arising from the use of the Service by you, your employees, or agents, whether such liability arises in contract, tort, statute, or otherwise.

18.2 To the extent permitted by applicable law, our total liability for any loss shall be limited to an amount equal to the payment made by you for the Service in the three months preceding the date on which the claim arose.

19. Entire Agreement

19.1 This Agreement constitutes the entire agreement between the parties and supersedes all previous drafts, agreements, arrangements, and understandings, whether written or oral, relating to its subject matter.

19.2 References to “Native Commerce” throughout any correspondence, marketing, or documentation are trading names only, and all contractual relationships remain solely with Cloud Retail Ltd.

20. Severance

20.1 If any court or competent authority finds that any provision within these Standard Terms or the Order Form is invalid, illegal, or unenforceable, that provision shall, to the extent necessary, be deemed deleted, without affecting the validity of the remaining provisions.

20.2 If any provision would be valid and enforceable if some part were deleted, the provision shall apply with the minimum modification necessary to make it valid and enforceable.

21. Notices

21.1 Any notice or communication required under this Agreement shall be in writing and delivered personally, by pre-paid first-class post or recorded delivery, by commercial courier, or by email to the address specified by the relevant party.

22. Taxes and Withholding Taxes.

22.1 All fees, charges and other amounts payable under this Agreement or any Order Form are exclusive of VAT and any other applicable sales, use, goods and services, withholding or similar taxes, duties, levies or governmental charges, unless expressly stated otherwise.

22.2 The Client shall be responsible for all taxes, duties, levies and similar governmental charges arising in connection with payments under this Agreement, other than taxes imposed on Cloud Retail Ltd's net income.

22.3 All amounts payable to Cloud Retail Ltd shall be paid in full, free and clear of, and without any deduction or withholding for or on account of, any tax, unless such deduction or withholding is required by applicable law.

22.4 If the Client is required by applicable law to make any deduction or withholding from a payment due to Cloud Retail Ltd, the Client shall increase the amount payable to the extent necessary to ensure that, after the required deduction or withholding has been made, Cloud Retail Ltd receives a net amount equal to the amount it would have received had no such deduction or withholding been required.

22.5 Where any deduction or withholding is required by law, the Client shall:

a) apply any available exemption or reduced rate of withholding under an applicable double taxation treaty or other applicable law;

b) promptly pay the amount deducted or withheld to the relevant tax authority; and

c) provide Cloud Retail Ltd with an official receipt, certificate or other reasonable evidence confirming the amount withheld and its payment to the relevant tax authority.

22.6 Cloud Retail Ltd shall, upon reasonable request, provide such tax residency certificates or other documentation reasonably available to it as may be required for the Client to obtain an available exemption from, or reduction in, withholding tax.

23. Late Payment Interest

23.1 In the event of late payment, the client shall be liable to pay interest on the overdue amount at 4% per annum above the Bank of England's base rate, calculated daily from the due date until actual payment. Interest shall accrue automatically without formal demand, and any additional costs incurred in recovering the overdue amount shall also be payable.

24. Waiver

24.1 No failure or delay by either party to exercise any right or remedy shall constitute a waiver, nor preclude or restrict further exercise of that or any other right or remedy.

25. Assignment

25.1 This Agreement is personal to the parties and neither may assign, transfer, mortgage, charge, subcontract, or otherwise deal with any rights or obligations under it without prior written consent of the other.

26. Variation

26.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

27. Third-Party Rights

27.1 No person other than a party to this Agreement shall have any rights to enforce its terms.

28. Governing Law & Jurisdiction

28.1 This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

28.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

28.3 Any dispute arising out of or in connection with this Agreement may be referred to and finally resolved by arbitration under the Rules of the LCIA (London Court of International Arbitration), which Rules are deemed incorporated by reference into this clause.

28.4 This Agreement is entered into with Cloud Retail Ltd, which trades as Native Commerce. References to Native Commerce in marketing or materials do not alter the governing law, jurisdiction, or identity of the contracting entity.

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These terms and conditions were last updated in August 2026.