

# TERMS OF SERVICE

Cuchilla Connect B.V.

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| <b>Version</b>             | 3.0                                                             |
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| <b>Supersedes</b>          | Version 2.0, effective 27 March 2026                            |
| <b>Company</b>             | Cuchilla Connect B.V.                                           |
| <b>Registered address</b>  | Tweede Anjeliërsdwarsstraat 8-C, 1015 NT Amsterdam, Netherlands |
| <b>Chamber of Commerce</b> | KvK 94188939                                                    |
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| <b>Website</b>             | www.cuchillaconnect.com                                         |

**IMPORTANT: Please read these Terms of Service carefully before accessing or using the Cuchilla Connect platform. By registering an account, placing an order, or using the Services, the Customer confirms that it has read, understood, and agrees to be bound by these Terms. If the Customer does not agree, it must not use the Services.**

## 1. Definitions

The following capitalised terms have the meanings set out below throughout these Terms of Service.

| <b>Term</b>              | <b>Definition</b>                                                                                                                                                                                 |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Agreement                | These Terms of Service, together with any Order Form, the Data Processing Agreement, and any other documents expressly incorporated by reference.                                                 |
| API                      | Application Programming Interface made available by Cuchilla Connect or by third-party providers to enable integrations between software systems.                                                 |
| Authorised User          | A natural person (for example an administrator, marketing manager, coach, or receptionist) granted access to the Platform within a Customer account.                                              |
| Confidential Information | Any non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information. |
| Customer                 | The legal entity (padel club, racket sports club, sports facility operator, or organisation) that enters into an Agreement with Cuchilla Connect and creates an account to use the Services.      |
| Customer Data            | All data, content, and information inputted, uploaded, imported, or generated by the Customer or its Authorised Users through the Services, including Player Data.                                |
| DPA                      | Data Processing Agreement governing the processing of personal data by Cuchilla Connect as a data processor on behalf of the Customer.                                                            |
| End User / Player        | A natural person (player, club member, or contact) whose personal data is managed by the Customer within the Platform.                                                                            |
| Integration              | A technical connection between the Platform and a Third-Party Service, such as a booking system, messaging provider, email delivery provider, or payment processor.                               |

| Term                         | Definition                                                                                                                                                                                                |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Intellectual Property Rights | All patents, trademarks, service marks, trade names, copyrights, database rights, design rights, trade secrets, know-how, and any other intellectual property rights, whether registered or unregistered. |
| Order Form                   | A written or electronic document specifying the Subscription Plan, pricing, term, and any special conditions agreed between the parties.                                                                  |
| Platform / Services          | The cloud-based software, APIs, applications, and associated services provided by Cuchilla Connect, as described in Section 2.                                                                            |
| Subscription Fee             | The recurring fees payable by the Customer for access to the Services, as set out in the applicable Order Form or on the Cuchilla Connect pricing page.                                                   |
| Subscription Plan            | The tier of Services selected by the Customer, each with defined features and usage limits, as described in Section 6.1.                                                                                  |
| Third-Party Service          | Any software, platform, or service not owned or operated by Cuchilla Connect that is accessed through an Integration.                                                                                     |
| Trial Period                 | A period during which the Customer is granted access to the Services free of charge or at a reduced fee, as described in Section 5.                                                                       |

## 2. The Platform and Services

### 2.1 Description of Services

Cuchilla Connect provides a cloud-based software platform designed for padel clubs, racket sports clubs, and sports facility operators. The Platform includes, but is not limited to, the following functionality:

- **Player CRM:** centralised player profiles, contact management, segmentation, tagging, churn risk scoring, and activity timelines.
- **Marketing automation:** automated communication workflows, win-back campaigns, open match and off-peak notifications, event and tournament promotions, and behaviour-triggered messaging sequences.
- **Omnichannel messaging:** email campaigns, WhatsApp Business messaging via the Meta-approved WhatsApp Business API, and SMS communications, with template management and scheduling.
- **AI-assisted features:** campaign copy suggestions, send-time optimisation, churn prediction, and automated court-filling workflows.
- **Analytics and reporting:** dashboard reporting on player activity, campaign performance, revenue attribution, and court utilisation.
- **Integrations:** API connections with third-party booking systems, email delivery providers, messaging providers, and payment processors, as technically and contractually available. See Section 8.
- **User management:** role-based access controls, multi-user support, and audit logging.

### 2.2 Service availability

Cuchilla Connect will use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except for:

- scheduled maintenance windows, notified at least 48 hours in advance where reasonably possible;
- emergency maintenance required to address critical security vulnerabilities or system failures;
- downtime caused by Third-Party Services, force majeure events, or other circumstances beyond Cuchilla Connect's reasonable control.

Cuchilla Connect does not guarantee uninterrupted, error-free, or completely secure operation of the Platform. The Services are provided on an "as is" and "as available" basis, subject to the warranties set out in Section 10.

## **2.3 Service modifications**

Cuchilla Connect may modify, update, enhance, or discontinue features of the Platform at any time. Where a modification materially reduces the functionality available to the Customer under its current Subscription Plan, Cuchilla Connect will provide at least 30 days' written notice. The Customer may terminate the Agreement without penalty if a material reduction in functionality takes effect within its current billing period.

## **2.4 Beta and preview features**

Cuchilla Connect may from time to time offer access to beta, preview, or experimental features. Such features are provided "as is" without warranty, may be modified or discontinued at any time, and are excluded from any service level commitments. Use of beta features is at the Customer's sole risk.

## **2.5 Onboarding and implementation**

Where onboarding, configuration, data import, or training services are included in the Subscription Plan or agreed in an Order Form, Cuchilla Connect will perform those services with reasonable professional skill and care. The Customer will provide timely access to the information, credentials, and personnel reasonably required. Delays caused by the Customer or by a Third-Party Service do not entitle the Customer to a reduction of Subscription Fees.

# **3. Account registration and access**

## **3.1 Registration**

To access the Services, the Customer must register an account by providing accurate, complete, and current information. The Customer warrants that the individual completing registration is authorised to bind the Customer organisation to these Terms.

## **3.2 Account information**

The Customer is responsible for maintaining the accuracy of all account and billing information throughout the term of the Agreement and must promptly update that information in the event of any change. Cuchilla Connect is not liable for failures or errors arising from inaccurate account information.

## **3.3 Credentials and security**

Login credentials, including usernames, passwords, and API keys, are strictly personal and confidential. The Customer must:

- not share credentials between multiple individuals;
- use strong, unique passwords and enable multi-factor authentication where available;
- notify Cuchilla Connect immediately at [info@cuchilla.nl](mailto:info@cuchilla.nl) upon discovering any unauthorised access or suspected compromise of credentials;
- ensure that Authorised Users comply with these Terms and with the Customer's own internal security policies.

The Customer is responsible for all activities occurring under its account, whether or not authorised, except to the extent caused by Cuchilla Connect's negligence or breach.

## **3.4 Authorised Users**

The number of Authorised Users permitted under each Subscription Plan is specified in the Order Form or in the published plan documentation. The Customer may add Authorised Users up to the permitted limit. Authorised Users must be employees, contractors, or agents acting on behalf of the Customer. The Customer may not grant access to third parties for the purpose of reselling or sublicensing the Services.

### 3.5 Suspension of access

Cuchilla Connect may suspend or restrict access to the Platform, in whole or in part, in the following circumstances:

- non-payment of Subscription Fees beyond the payment due date;
- material breach of these Terms, including prohibited use as described in Section 4;
- reasonable suspicion of fraudulent activity, abuse, or a security threat affecting the Platform or other customers;
- instruction from a competent regulatory or law enforcement authority.

Cuchilla Connect will endeavour to provide prior notice of suspension, except where immediate action is necessary to protect the security or integrity of the Platform or other customers. Access will be reinstated promptly upon resolution of the underlying issue.

## 4. Acceptable use

### 4.1 Permitted use

The Customer is authorised to use the Platform solely for its own internal business operations in connection with managing its club or sports facility, including communicating with its registered players and members. Any use outside the scope of the Subscription Plan or these Terms requires Cuchilla Connect's prior written consent.

### 4.2 Prohibited conduct

The Customer must not, and must ensure that its Authorised Users do not:

- **(a) Infringe third-party rights.** Upload, transmit, or process content that infringes any Intellectual Property Right, privacy right, or other right of any third party.
- **(b) Send unlawful communications.** Send spam, unsolicited commercial messages, or communications that violate applicable law, including the Dutch Telecommunications Act (Telecommunicatiewet), the EU ePrivacy Directive, the WhatsApp Business Policy, or any other applicable messaging regulation.
- **(c) Transmit misleading or harmful content.** Transmit false, misleading, defamatory, discriminatory, harassing, or otherwise unlawful content through the Platform.
- **(d) Reverse engineer.** Decompile, disassemble, reverse engineer, or otherwise attempt to derive source code, model weights, or trade secrets from the Platform.
- **(e) Scrape or use unauthorised automated access.** Use automated scripts, bots, crawlers, or scrapers to extract data from the Platform beyond what is permitted through the official API.
- **(f) Circumvent security.** Attempt to bypass, disable, or interfere with security controls, authentication mechanisms, or rate limits.
- **(g) Use the Platform competitively.** Use the Platform, or any information derived from it, to build, benchmark, or improve a competing product or service.
- **(h) Resell or sublicense.** Resell, sublicense, rent, lease, or transfer access to the Platform to any third party without Cuchilla Connect's prior written consent.
- **(i) Introduce harmful code.** Upload or transmit malware, viruses, or any other malicious code that could damage, disrupt, or compromise the Platform or the systems of other users.

### **4.3 Customer responsibility for communications**

The Customer is solely responsible for ensuring that all communications sent through the Platform, by email, WhatsApp, or SMS, comply with applicable law, including:

- obtaining and maintaining valid consent records from End Users / Players for each communication channel used;
- ensuring that consent is freely given, specific, informed, and unambiguous as required by the GDPR and the ePrivacy Directive;
- honouring opt-out and unsubscribe requests without undue delay;
- complying with the terms of service of each messaging platform, including the WhatsApp Business Policy and applicable email regulations.

Cuchilla Connect provides tools to support consent management but does not assume legal responsibility for the Customer's compliance with communication laws. The Customer indemnifies Cuchilla Connect against any claims, fines, or penalties arising from the Customer's failure to comply.

### **4.4 Sending volumes and fair use**

Subscription Plans include defined messaging and player volumes. Where the Customer materially and repeatedly exceeds the limits of its Subscription Plan, Cuchilla Connect will notify the Customer and the parties will discuss an appropriate plan. Cuchilla Connect may charge for excess usage at its then-current rates, or apply rate limits, where usage continues to exceed the plan limits after notice. Cuchilla Connect may also apply technical limits where sending behaviour risks the deliverability, reputation, or compliance standing of shared sending infrastructure.

## **5. Trials, pilots, and promotional offers**

### **5.1 Trial Periods**

Cuchilla Connect may offer the Customer a Trial Period, during which access to the Services is provided free of charge or at a reduced fee. The duration, scope, and conditions of a Trial Period are those communicated in writing to the Customer or set out in the applicable Order Form or promotional offer.

### **5.2 Terms applicable during a Trial Period**

These Terms apply in full during a Trial Period, with the exception of the payment obligations in Section 6 to the extent that fees have been waived or reduced. Sections 4 (Acceptable use), 7 (Data protection and privacy), 9 (Intellectual property), and 12 (Confidentiality) apply without limitation.

### **5.3 No warranty or service levels during a Trial Period**

Services provided during a Trial Period are made available "as is" and without any warranty or service level commitment. To the maximum extent permitted by applicable law, Cuchilla Connect's liability in connection with a Trial Period is excluded, save for the exceptions set out in Section 11.3.

### **5.4 Transition to a paid subscription**

Unless otherwise agreed in writing, the Customer's subscription continues automatically on the applicable Subscription Plan at the end of the Trial Period, and Subscription Fees become payable from the first day following the Trial Period. Cuchilla Connect will notify the Customer in writing of the applicable Subscription Plan and fee before the Trial Period ends. The Customer may notify Cuchilla Connect in writing before the end of the Trial Period that it does not wish to continue, in which case access to the Services ends on the final day of the Trial Period and no fees are payable.

## 5.5 Promotional offers

Cuchilla Connect may from time to time publish promotional offers, including introductory free periods or discounts for new customers. Such offers apply only to new Customers, only for the period stated in the offer, and only where the Customer registers within the stated offer window. Promotional offers cannot be combined unless expressly stated. Cuchilla Connect may withdraw or amend a promotional offer at any time, without effect on offers already accepted by a Customer.

## 5.6 Data following a Trial Period

Where the Customer does not continue to a paid subscription, Section 14.4 applies to the export and deletion of Customer Data, with the export window running from the final day of the Trial Period.

# 6. Subscriptions, pricing, and payment

## 6.1 Subscription Plans

Cuchilla Connect offers multiple Subscription Plans with different features, usage limits, and pricing. The Customer selects a plan at the time of registration or as specified in an Order Form. The plans currently offered are:

| Plan         | Indicative scope                                                                |
|--------------|---------------------------------------------------------------------------------|
| Beginner     | Email channel, core CRM and segmentation, self-service onboarding.              |
| Intermediate | Email and WhatsApp channels, guided onboarding, full automation workflows.      |
| Professional | All channels, AI-assisted features, custom templates, and custom functionality. |

Current plan features, usage limits, and pricing are published at [www.cuchillaconnect.com/pricing](http://www.cuchillaconnect.com/pricing) and form part of this Agreement. In the event of a conflict between the published pricing page and an Order Form, the Order Form prevails. Custom enterprise plans and partner arrangements, including barter agreements, referral arrangements, and white-label solutions, are available on request and will be documented in a separate Order Form.

## 6.2 Subscription term

Subscriptions are available on a monthly or annual basis, as selected by the Customer. Annual subscriptions are invoiced annually in advance and carry a minimum commitment of 12 months. Monthly subscriptions are invoiced monthly in advance.

## 6.3 Fees and taxes

All Subscription Fees are stated exclusive of VAT and any other applicable taxes, levies, or duties, which are payable by the Customer. Published fees do not include third-party costs such as transactional email delivery charges, WhatsApp conversation charges levied by Meta, SMS gateway fees, or payment processor fees. Such costs are either charged directly by the relevant third party or passed through at cost.

## 6.4 Billing and payment

Invoices are issued in advance at the start of each billing period. The Customer must pay all invoices within 14 days of the invoice date. Payment may be made by the methods specified on the invoice, including bank transfer, direct debit, or online payment.

## 6.5 Late payment

In the event of late payment, Cuchilla Connect may:

- charge statutory commercial interest (wettelijke handelsrente) from the due date until payment is received in full;

- charge reasonable debt collection costs, including legal fees, where recovery action is required;
- suspend access to the Services in accordance with Section 3.5, after providing at least 7 days' written notice of the outstanding amount.

Suspension for non-payment does not relieve the Customer of its obligation to pay outstanding amounts. All fees accrued before suspension remain due and payable.

## **6.6 Price changes**

Cuchilla Connect may adjust Subscription Fees no more than once per calendar year. Any price increase will be communicated to the Customer at least 30 days before the new pricing takes effect. If the increase exceeds 10 per cent of the then-current Subscription Fee, the Customer may terminate the Agreement without penalty by giving written notice before the new pricing takes effect. Continued use of the Services after the effective date of a price change constitutes acceptance.

## **6.7 Refunds**

Subscription Fees paid in advance are non-refundable, except where required by mandatory law or as expressly set out in these Terms, including termination following a material breach by Cuchilla Connect or an unacceptable price increase under Section 6.6. Pro-rata refunds for unused periods are not provided for monthly subscriptions. For annual subscriptions, partial refunds for unused complete months may be provided at Cuchilla Connect's discretion upon early termination.

## **6.8 Disputed invoices**

The Customer must raise any dispute regarding an invoice in writing within 14 days of the invoice date, providing full details of the disputed amount and the reasons for the dispute. Disputes raised after this period may not be accepted. Undisputed portions of an invoice remain due and payable by the due date.

# **7. Data protection and privacy**

## **7.1 Data Processing Agreement**

Where Cuchilla Connect processes personal data of End Users / Players on behalf of the Customer, the Customer acts as data controller and Cuchilla Connect acts as data processor within the meaning of the GDPR. The parties' respective rights and obligations are governed by the Data Processing Agreement, which forms part of this Agreement.

## **7.2 Customer responsibilities**

The Customer is solely responsible, as data controller, for:

- ensuring that a valid legal basis exists for all processing of End User / Player data within the Platform;
- providing adequate privacy notices to End Users / Players about how their data is used;
- responding to data subject rights requests relating to Player Data, including access, erasure, and portability, with Cuchilla Connect's assistance;
- ensuring that any data imported from third-party booking systems is processed in compliance with the privacy policies and data sharing arrangements of those third parties.

## **7.3 Cuchilla Connect privacy policy**

Cuchilla Connect's processing of Customer account data, billing data, and other data for which it acts as data controller is governed by its Privacy Policy. By entering into this Agreement, the Customer acknowledges the Privacy Policy.

#### **7.4 Anonymised and aggregated data**

Cuchilla Connect may use fully anonymised and aggregated data derived from use of the Platform, such as platform-wide feature adoption rates and aggregate campaign performance benchmarks, for the purposes of improving the Services, developing new features, and producing industry insights. Such data will not be attributable to an individual Customer or End User.

#### **7.5 Sub-processors**

Cuchilla Connect engages sub-processors to deliver the Services, including hosting providers, email delivery providers, and messaging providers. A current list of sub-processors is maintained as part of the DPA. Cuchilla Connect will notify the Customer of any intended addition or replacement of a sub-processor in accordance with the DPA, allowing the Customer a reasonable opportunity to object on reasonable grounds.

#### **7.6 Security**

Cuchilla Connect implements appropriate technical and organisational measures to protect Customer Data against unauthorised access, loss, or disclosure. Cuchilla Connect will notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer Data, and will provide the information reasonably required for the Customer to meet its own notification obligations.

### **8. Integrations and Third-Party Services**

#### **8.1 Nature of Integrations**

The Platform may connect to Third-Party Services via APIs and webhooks. These include, without limitation, booking and club management systems such as Playtomic, Bookaball, Padel Mates, and MATCHi; the WhatsApp Business API provided by Meta; email delivery providers; and payment processors. The availability, functionality, and performance of Integrations are subject to the terms, conditions, rate limits, and technical capabilities of the relevant Third-Party Service. Reference to a Third-Party Service in these Terms does not imply any endorsement, partnership, or certification unless expressly stated in writing.

#### **8.2 Customer authorisation**

By configuring an Integration, the Customer authorises Cuchilla Connect to:

- authenticate with the Third-Party Service using credentials or tokens provided by the Customer;
- send and receive Customer Data via the Third-Party Service's API in accordance with the Customer's configuration;
- store authentication tokens securely for the purpose of maintaining the Integration.

#### **8.3 Customer responsibilities for Integrations**

The Customer is responsible for:

- maintaining valid API keys, access tokens, and authorisations for each Third-Party Service;
- obtaining any consent or permission required from the Third-Party Service provider for the export of data to the Platform;
- complying with the terms of service and acceptable use policies of each Third-Party Service;
- ensuring that data exchanged via Integrations is handled in accordance with applicable data protection law;
- notifying Cuchilla Connect promptly if any Integration credentials are compromised.

## **8.4 Limitation of liability for Third-Party Services**

Cuchilla Connect does not control Third-Party Services and is not responsible for their availability, accuracy, security, or compliance with applicable law. Cuchilla Connect is not liable for any loss or damage arising from:

- changes to, or discontinuation of, a Third-Party Service or its API;
- errors, delays, or data loss caused by a Third-Party Service;
- a Third-Party Service's failure to comply with applicable law or with its own terms of service;
- the withdrawal or suspension of the Customer's access to a Third-Party Service.

Where an Integration ceases to be available, Cuchilla Connect will inform the Customer and, where the affected Integration is material to the Customer's use of the Services, Section 2.3 applies.

## **8.5 WhatsApp Business API**

Use of the WhatsApp Business Integration is subject to the WhatsApp Business Policy and applicable messaging regulations. The Customer is solely responsible for obtaining and maintaining valid end-user consent before sending WhatsApp messages, and for complying with all applicable requirements, including message template approval processes. Cuchilla Connect does not guarantee the approval of message templates, the continued availability of a sender number, or the delivery of any individual message.

# **9. Intellectual property**

## **9.1 Ownership of the Platform**

All Intellectual Property Rights in and to the Platform, including its software, source code, object code, documentation, user interfaces, databases, algorithms, models, trademarks, and branding, are and remain the exclusive property of Cuchilla Connect and its licensors. Nothing in this Agreement transfers ownership of any Intellectual Property Rights to the Customer.

## **9.2 Licence grant**

Subject to the Customer's compliance with these Terms and payment of applicable Subscription Fees, Cuchilla Connect grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to access and use the Platform solely for the Customer's internal business purposes during the term of the Agreement.

## **9.3 Ownership of Customer Data**

The Customer retains full ownership of all Customer Data. Cuchilla Connect acquires no ownership rights in Customer Data by virtue of processing it through the Platform. The Customer grants Cuchilla Connect a limited, royalty-free licence to access, use, process, and store Customer Data solely as necessary to provide the Services and as described in these Terms.

## **9.4 Feedback**

If the Customer or any Authorised User provides suggestions, ideas, or feedback regarding the Platform, the Customer grants Cuchilla Connect a perpetual, irrevocable, royalty-free, worldwide licence to use and incorporate that feedback into the Platform without restriction or compensation.

## **9.5 Publicity and references**

Neither party may use the other party's name, logo, or trademarks in public marketing materials without prior written consent. Where the Customer has given such consent, it may be withdrawn on 30 days' written notice, after which Cuchilla Connect will remove the Customer's name and logo from materials under its control at the next reasonable opportunity. Any case study, testimonial, or quotation attributed to the Customer requires the Customer's prior written approval of the specific content.

## **9.6 Customer indemnity for infringement**

The Customer warrants that all Customer Data and content processed through the Platform does not infringe any third-party Intellectual Property Rights. The Customer shall indemnify, defend, and hold harmless Cuchilla Connect against any claims, damages, costs, and expenses, including reasonable legal fees, arising from any alleged or actual infringement of third-party rights by Customer Data.

## **10. Warranties and disclaimers**

### **10.1 Cuchilla Connect warranties**

Cuchilla Connect warrants that:

- it has the full legal right and authority to enter into this Agreement and to grant the licences described in it;
- the Platform, as provided, does not knowingly infringe any third-party Intellectual Property Rights;
- it will provide the Services with reasonable professional skill and care, consistent with industry standards.

### **10.2 Customer warranties**

The Customer warrants that:

- it has the legal authority to enter into this Agreement on behalf of its organisation;
- all Customer Data and communications sent via the Platform comply with applicable law, including data protection, consumer protection, and communications regulations;
- it will use the Platform only in accordance with these Terms and applicable law.

### **10.3 Disclaimer**

To the maximum extent permitted by applicable law, the Platform is provided on an "as is" and "as available" basis. Cuchilla Connect expressly disclaims all warranties, express or implied, including but not limited to:

- implied warranties of merchantability, fitness for a particular purpose, and non-infringement;
- any warranty that the Platform will be uninterrupted, error-free, completely secure, or free from viruses or other harmful components;
- any warranty regarding the accuracy, completeness, or reliability of AI-generated content, recommendations, or predictions.

### **10.4 AI-assisted outputs**

AI-assisted outputs, including campaign copy, churn scores, segmentation suggestions, and send-time recommendations, are provided as tools to assist human decision-making. They do not constitute professional advice and should be reviewed by a qualified human operator before being acted upon. The Customer remains responsible for the content of all communications sent through the Platform, including communications generated with the assistance of AI features.

### **10.5 No guarantee of commercial results**

Cuchilla Connect does not warrant or guarantee any particular commercial outcome from use of the Platform, including any level of court occupancy, player retention, message deliverability, response rate, or revenue. Any figures, benchmarks, or examples provided in marketing materials, demonstrations, or proposals are indicative only and do not form part of this Agreement.

## **11. Limitation of liability**

### **11.1 Cap on liability**

To the maximum extent permitted by applicable law, Cuchilla Connect's total aggregate liability to the Customer in connection with this Agreement, whether arising in contract, tort including negligence, breach of statutory duty, or otherwise, shall not exceed the total Subscription Fees paid by the Customer to Cuchilla Connect in the 12 months immediately preceding the event giving rise to the claim. This cap applies per incident and in aggregate across all claims arising in any 12-month period.

### **11.2 Exclusion of indirect loss**

To the maximum extent permitted by applicable law, Cuchilla Connect shall not be liable for any:

- loss of profits, revenue, or anticipated savings;
- loss of business, contracts, or goodwill;
- loss or corruption of data;
- business interruption;
- indirect, special, incidental, consequential, or punitive damages of any kind,

even if Cuchilla Connect has been advised of the possibility of such damages.

### **11.3 Exceptions**

Nothing in these Terms limits or excludes either party's liability for:

- death or personal injury caused by its negligence;
- fraud or fraudulent misrepresentation;
- any other liability that cannot be excluded or limited under applicable Dutch or EU law.

### **11.4 Duty to mitigate**

The Customer has a duty to take reasonable steps to mitigate any loss or damage it suffers in connection with the Services. Cuchilla Connect is not liable for any loss that the Customer could reasonably have avoided or reduced.

## **12. Confidentiality**

### **12.1 Obligations**

Each party shall keep the other party's Confidential Information strictly confidential and use it only for the purposes of performing its obligations or exercising its rights under this Agreement. Each party will apply at least the same standard of care to protect the other's Confidential Information as it applies to its own, and in any event no less than reasonable care.

### **12.2 Permitted disclosures**

Confidential Information may be disclosed to employees, contractors, advisors, or sub-processors who need to know it for the purposes of this Agreement, provided that such persons are bound by confidentiality obligations at least as protective as those in this Section. A party may also disclose Confidential Information where required by law, court order, or regulatory authority, provided that, where legally permitted, it gives the other party prior written notice and a reasonable opportunity to seek a protective order.

### **12.3 Exclusions**

Confidentiality obligations do not apply to information that: (a) is or becomes publicly known through no breach of these Terms; (b) was already known to the receiving party before disclosure without restriction; (c) is independently developed by the receiving party without use of the Confidential Information; or (d) is lawfully received from a third party without restriction.

## 12.4 Survival

Confidentiality obligations survive termination or expiry of this Agreement for a period of three years.

## 13. Service levels and support

### 13.1 Standard support

Cuchilla Connect provides standard customer support by email at [info@cuchilla.nl](mailto:info@cuchilla.nl) during business hours, being 09:00 to 18:00 CET, Monday to Friday, excluding Dutch public holidays. Cuchilla Connect aims to acknowledge support requests within one business day and to resolve issues in a timely manner depending on severity.

### 13.2 Severity levels

| Severity      | Description                                                                 | Target response  |
|---------------|-----------------------------------------------------------------------------|------------------|
| Critical (P1) | Platform completely unavailable, or critical data loss affecting all users. | 4 business hours |
| High (P2)     | Core functionality severely impaired; no workaround available.              | 1 business day   |
| Medium (P3)   | Non-critical functionality impaired; workaround available.                  | 3 business days  |
| Low (P4)      | General enquiries, feature requests, minor interface issues.                | 5 business days  |

Response times are targets, not guarantees. Enhanced service levels with guaranteed resolution times and priority escalation may be available under a separate enterprise agreement.

### 13.3 Planned maintenance

Cuchilla Connect will provide at least 48 hours' notice of planned maintenance that may affect Platform availability, communicated by email or in-platform notification. Emergency maintenance may be performed without advance notice where necessary to address critical security or stability issues.

## 14. Term and termination

### 14.1 Term

This Agreement commences on the date the Customer accepts these Terms, by registration, order confirmation, or use of the Services, and continues until terminated in accordance with this Section.

### 14.2 Termination by the Customer

The Customer may terminate this Agreement:

- **Monthly subscriptions:** at any time on one calendar month's written notice, effective at the end of the current billing month.
- **Annual subscriptions:** on at least one calendar month's written notice prior to the end of the annual subscription period. Termination mid-period does not entitle the Customer to a refund of prepaid fees, subject to Section 6.7.
- **Immediately on written notice:** in the event of a material breach by Cuchilla Connect that has not been remedied within 30 days of written notice from the Customer.
- **Immediately on written notice:** in the event of an unacceptable price increase under Section 6.6, provided notice is given before the new pricing takes effect.

### 14.3 Termination by Cuchilla Connect

Cuchilla Connect may terminate this Agreement:

- **Immediately on written notice:** in the event of a material breach by the Customer, including non-payment, prohibited use, or serious violation of these Terms, that has not been remedied within 14 days of written notice.
- **Immediately on written notice:** if the Customer becomes insolvent, enters into administration or liquidation, or ceases to conduct business.
- **On 30 days' written notice:** for any reason, provided that Cuchilla Connect refunds a pro-rata portion of any prepaid Subscription Fees for the unused portion of the then-current subscription period.

#### **14.4 Effects of termination**

Upon termination or expiry of this Agreement:

- the Customer's licence to access and use the Platform is immediately revoked;
- all outstanding Subscription Fees and other amounts become immediately due and payable;
- Cuchilla Connect will provide the Customer with access to export its Customer Data for 30 days following the effective date of termination;
- after the 30-day export window, Cuchilla Connect will securely delete all Customer Data within 90 days, unless a longer retention period is required by applicable law;
- each party will return or destroy the other party's Confidential Information upon request.

#### **14.5 Survival**

The following provisions survive termination or expiry of this Agreement: Section 1 (Definitions), Section 7.4 (Anonymised and aggregated data), Section 9 (Intellectual property), Section 11 (Limitation of liability), Section 12 (Confidentiality), Section 15 (Force majeure), Section 17 (Governing law and dispute resolution), and any payment obligations accrued prior to termination.

### **15. Force majeure**

#### **15.1 Definition**

Neither party is liable to the other for any failure or delay in performing its obligations under this Agreement to the extent that the failure or delay is caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, pandemics or epidemics, acts of governmental authorities, power outages, internet infrastructure failures, denial-of-service attacks, or the failure of third-party suppliers or subcontractors.

#### **15.2 Notification and mitigation**

A party seeking to rely on a force majeure event must: (a) notify the other party in writing as soon as reasonably practicable; (b) take all reasonable steps to mitigate the effects of the event; and (c) resume performance as soon as the event ceases. If a force majeure event prevents performance for more than 60 consecutive days, either party may terminate the Agreement on 14 days' written notice without liability, other than for payment of amounts already due.

### **16. Changes to these Terms**

#### **16.1 Updates**

Cuchilla Connect may update these Terms of Service from time to time to reflect changes in its Services, business practices, or applicable law. The current version and effective date are always displayed at the top of this document and at [www.cuchillaconnect.com/terms](http://www.cuchillaconnect.com/terms).

## **16.2 Notice of material changes**

For material changes that significantly affect the Customer's rights or obligations, Cuchilla Connect will provide at least 30 days' written notice by email to the registered account address before the changes take effect, unless a shorter notice period is required by law.

## **16.3 Acceptance**

Continued use of the Services after the effective date of updated Terms constitutes acceptance of the changes. If the Customer does not agree to the updated Terms, it must notify Cuchilla Connect in writing before the effective date and may terminate the Agreement without penalty, subject to a pro-rata refund of prepaid fees for the unused subscription period.

## **17. Governing law and dispute resolution**

### **17.1 Governing law**

This Agreement, and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims, is governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law provisions.

### **17.2 Amicable resolution**

In the event of a dispute, the parties will first attempt to resolve the matter amicably through good-faith negotiation. Either party may initiate this process by sending written notice to the other describing the nature of the dispute and the resolution sought. The parties agree to negotiate in good faith for at least 30 days before initiating formal proceedings.

### **17.3 Jurisdiction**

If the dispute cannot be resolved amicably within 30 days, it shall be submitted to the exclusive jurisdiction of the competent courts of Amsterdam, the Netherlands. This choice of jurisdiction does not prevent Cuchilla Connect from seeking injunctive or other urgent relief in any jurisdiction to protect its Intellectual Property Rights or Confidential Information.

## **18. General provisions**

### **18.1 Entire agreement**

This Agreement, including the DPA, the Privacy Policy, and any Order Form, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, understandings, and agreements. In the event of conflict between documents, the order of precedence is: (1) the Order Form; (2) these Terms of Service; (3) the Privacy Policy.

### **18.2 Amendments**

No amendment to this Agreement is effective unless made in writing and signed, or electronically acknowledged, by authorised representatives of both parties, except for updates to these Terms made in accordance with Section 16.

### **18.3 Severability**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

### **18.4 Waiver**

No failure or delay by either party in exercising any right or remedy under this Agreement constitutes a waiver of that right or remedy. A waiver of any breach does not constitute a waiver of any subsequent breach.

### 18.5 Assignment

The Customer may not assign, transfer, or novate this Agreement or any rights or obligations under it without Cuchilla Connect's prior written consent. Cuchilla Connect may assign this Agreement to a successor entity in connection with a merger, acquisition, or sale of substantially all of its assets, on written notice to the Customer.

### 18.6 Notices

All notices under this Agreement must be in writing and delivered by email, with confirmation of delivery, or by registered post to the addresses specified in the Agreement or Order Form. Cuchilla Connect's address for notices is [info@cuchilla.nl](mailto:info@cuchilla.nl). Notices by email are effective upon confirmation of receipt; notices by post are effective three business days after sending.

### 18.7 Relationship of the parties

The parties are independent contractors. Nothing in this Agreement creates or implies any employment, partnership, joint venture, agency, or fiduciary relationship between them.

### 18.8 Language

This Agreement is drawn up in English. In the event of any conflict or inconsistency between the English version and any translation, the English version prevails.

## 19. Contact

For any questions regarding these Terms of Service, please contact:

|                            |                                                                      |
|----------------------------|----------------------------------------------------------------------|
| <b>Company</b>             | Cuchilla Connect B.V.                                                |
| <b>Address</b>             | Tweede Anjeliersdwarstraat 8-C, 1015 NT Amsterdam, Netherlands       |
| <b>Chamber of Commerce</b> | KvK 94188939                                                         |
| <b>Email</b>               | <a href="mailto:info@cuchilla.nl">info@cuchilla.nl</a>               |
| <b>Website</b>             | <a href="http://www.cuchillaconnect.com">www.cuchillaconnect.com</a> |

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