

TERMS AND CONDITIONS

Last Updated: 25 September 2026

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING OUR SITE OR SERVICES. BY USING THE SITE OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS.

These Terms and Conditions (“**Terms**”) form a legally binding agreement between you and **TeDa Connect B.V.** (“**we**”, “**us**”, “**our**”, “**Company**”, “**TeDa Connect**”), a private company with limited liability incorporated under the laws of the Netherlands, registered with the Dutch Chamber of Commerce (KvK) under number 95317244, with its registered office at Mr. Treublaan 7, 1097 DP Amsterdam.

In these Terms, you are referred to as “**you**”, “**your**” or “**User**”. When we use “**you**” or “**your**”, we refer to you and any company, organization, or entity you represent, and any person who accesses or uses the services on your behalf. Together, you and Company are referred to as the “**Parties**”.

The Services are designed to provide a digital marketplace for brands, product creators, and retailers to discover opportunities, connect, negotiate and collaborate on licensing opportunities.

By visiting our website www.tedaconnect.com (the “**Site**”), creating an account, or using any of the features and tools available through the TeDa platform (together, the “**Services**”), you confirm that you have read, understood, and agree to comply with these Terms, as well as any policies or documents that are referenced in them.

IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES. THESE TERMS REPLACE AND OVERRIDE ANY PREVIOUS VERSIONS OF THE TERMS AND CONDITIONS FOR THE SITE OR SERVICES THAT YOU MAY HAVE AGREED TO BEFORE THE “**LAST UPDATED**” DATE ABOVE.

1. PRIVACY NOTICE

We process your personal data in compliance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Dutch GDPR Implementation Act (*Uitvoeringswet AVG*). Details of how we collect, use, and protect your personal data are set out in our Privacy Notice, which forms an integral part of these Terms and can be accessed via the Privacy Notice link at the bottom of the Site. By using the Services, you acknowledge that you have read and understood the Privacy Notice.

2. DESCRIPTION OF SERVICES

Our website is located at www.tedaconnect.com and is owned and operated by TeDa Connect which is digital marketplace and licensing platform that connects brands, product creators and retailers worldwide. We provide a range of Services designed to simplify the discovery, negotiation, and management of licensing opportunities, which may include, without limitation:

- **Digital Marketplace:** A centralized hub where brands, product creators and retailers can connect and explore opportunities for licensing, collaborations, and partnerships.
- **Predictive Matchmaking:** Our rule-based matching system suggests potential partners based on predefined criteria and the information Users provide in their business profiles,

such as sector, product and brand categories, target audience, distribution channels, territories and market goals. Matches are suggestions only; you always decide whether to view, contact or collaborate with a suggested User.

- **Deal Proposal Tools:** Users can initiate proposals, submit deal memos, and share supporting documents to pitch licensing opportunities directly to selected partners.
- **Deal Management Workspace (“Deal Room”):** A secure environment where parties can negotiate, edit terms in real time, upload draft agreements (with future integrations such as e-signature solutions), exchange documents, and maintain a transparent audit trail of deal memo revisions.
- **Collaboration Hub:** Tools for communication and collaboration, including integrated email, forms, and (future) chat and comment functions, allowing seamless interaction between brands, product creators and retailers.
- **Smart Deal Memos:** Customizable templates that help users draft, adjust, and finalize licensing agreements quickly and efficiently.
- **Real-Time Dashboard:** A comprehensive view of matches, deal pipeline, performance metrics, notifications, and sales projections, allowing users to track the progress of negotiations and agreements.
- **Deal Pipeline Management:** A filtering and tracking system enabling users to monitor incoming and outgoing deals, licensing collaborations, proposals, drafts, active projects, and completed transactions.
- **Profile & Account Management:** Tools allowing users to create and update company profiles, list brands or products, and manage authorized representatives associated with their accounts.
- **Discovery Tools:** Advanced search and filtering options enabling users to browse opportunities by industry category, product type, distribution channel, or geographical region.
- **Notification Center:** A centralized dashboard that aggregates account-related alerts, deal updates, and system notifications.
- **Knowledge & Insights:** Access to curated articles, newsletters, and resources from industry professionals covering licensing trends, brand collaborations, and marketplace updates.
- **Brand Campaign Board:** A dedicated space where brands may post open, time-bound requests for proposals (RFPs) and where product creators and retailers can bid on opportunities.
- **AI Chat Assistant:** An AI-powered chat function that answers your questions about TeDa Connect and the Services, as further described in Section 2.1
- **Additional Services:** From time to time, TeDa Connect may introduce new features, pilot programs, or premium services (such as enhanced deal facilitation or advisory support). If applicable, fees may be charged for such services, as described in Section 5 Fees and Compensation.
- **Newsletter and non-essential communication related to the Services:** We may send communications about the Services to your registered email address. You can unsubscribe at any time from non-essential communications.

2.1 AI Chat Assistant

Where made available, the AI-powered chat function on the Site (the “**AI Chat Assistant**”) allows you to ask questions about TeDa Connect and the Services. The AI Chat Assistant is powered by an artificial intelligence (AI) model provided by a third-party AI provider. When you use it, you are interacting with an AI system and not with a human, and this is indicated in the chat interface.

Responses generated by the AI Chat Assistant are provided for general information purposes only. They may be incomplete or inaccurate, do not constitute legal, financial, tax or other professional advice, and do not create any offer, commitment or agreement on behalf of TeDa Connect. You should verify important information before relying on it. If you would like to speak to a person, you can contact us at info@tedaconnect.com.

You should not enter confidential business information, personal data of other people or sensitive personal data (such as health information) into the AI Chat Assistant. The AI Chat Assistant is not used to make decisions about your account, to select or reject Users or opportunities, or to take any action on your behalf. Information you submit is processed in accordance with our Privacy Notice and, under our agreement with the AI provider.

3. ACCOUNTS AND REGISTRATION

3.1 Eligibility

You must be at least 18 years old or the age of majority in your jurisdiction in order to create an account (“**Account**”) and use the Services. The Services are intended for business professionals and are not directed to children. We do not knowingly permit individuals under the age at which they can lawfully consent to the processing of their personal data under applicable laws (typically 16, or lower where permitted by local law) to register or use the Services. If we become aware that an Account has been created in violation of this requirement, we will delete the Account and associated data promptly.

3.2 Authority to Bind an Organization

By creating an Account, you represent and warrant that:

- (a) you are legally capable of entering into binding agreements;
- (b) if you use the Services on behalf of a company or other legal entity, you are authorized to represent and legally bind that entity; and
- (c) all information you provide to us during registration and thereafter is true, accurate, current, and complete, and you will promptly update such information as needed.

3.3 Account License

Subject to these Terms, you are granted a limited, personal, non-transferable, non-exclusive, and revocable right to use your Account for the purpose of accessing and using the Services. You do not acquire ownership rights in your Account, and you may not sell, transfer, or assign your Account to any third party.

3.4 Account Security

You are responsible for maintaining the confidentiality of your login credentials and for all activities carried out under your Account, whether or not authorized by you. You must not allow others to access or use your Account. You must immediately notify TeDa Connect if you become aware of any unauthorized use of your Account or any other breach of security. TeDa Connect shall not be liable for any loss or damage arising from your failure to comply with these obligations.

3.5 Verification of Identity and Authority

We reserve the right, at our sole discretion, to verify your identity and/or your authority to represent the company or organization you claim to represent. Verification may include, without limitation, the use of third-party services, validation of company records, or direct confirmation with your organization. You agree to comply with any reasonable verification requests and consent to TeDa Connect disclosing relevant information to third parties for this purpose.

3.6 Refusal, Suspension and Termination

We may suspend or terminate accounts in accordance with Section 18 (Termination).

4. BUSINESS AND INTERACTION WITH OTHER USERS

4.1 Purpose of the TeDa Platform

The Services provide a digital marketplace where brands, product creators and retailers (**each a “User” and collectively, “Users”**) can discover opportunities, exchange information, communicate, negotiate, and enter into partnerships or licensing arrangements. The Services enable Users to contact and interact with one another directly to explore collaborations, propose deals, and finalize contracts.

4.2 Responsibility for User Information

While TeDa Connect takes reasonable steps to verify certain details of Users and their authority to represent their organizations, all content, statements, offers, and information displayed on the Site are provided by Users themselves. TeDa Connect does not guarantee the accuracy, completeness, or reliability of any information uploaded or shared by Users. Each User is solely responsible for the information it posts, including descriptions of products, brands, intellectual property, licensing opportunities, and services.

4.3 Due Diligence

You acknowledge and agree that all interactions, negotiations, and contracts you enter into with other Users are entirely at your own risk. You are solely responsible for undertaking your own due diligence before entering into any contract, authorizing the use of your intellectual property, sharing confidential information, or making or accepting any commercial commitments.

4.4 Disclaimer of Warranties

TeDa Connect expressly disclaims all representations and warranties, whether express or implied, including but not limited to:

- that any User has the rights, ownership, or authority it claims;
- that any products, services, or intellectual property described by a User are free from defects, safe, or lawful to use;
- that the terms of any contract negotiated through the Services are fair or enforceable;
- that any User will comply with the obligations of a contract;
- that you will achieve any particular economic outcome or avoid losses through your use of the Services or through any User relationship.

4.5 Confidential Information

When Users exchange information through the Services or in relation to any potential or actual transaction, each User agrees to treat all non-public information disclosed by another User — including, without limitation, business, financial, technical, marketing, intellectual property, customer, and operational information (“**Confidential Information**”) — as strictly confidential. You agree not to disclose such Confidential Information to any third party without the prior written consent of the disclosing User, except to your employees, advisors, or agents on a strictly need-to-know basis, provided that such persons are subject to confidentiality obligations no less protective than those set out in these Terms.

4.6 Risk allocation

You are solely responsible for:

- your interactions with other Users,

- your use of any intellectual property or confidential information shared through the Services, and
- any contract you enter into with another User.

TeDa Connect shall not be liable for any disputes, losses, damages, or claims arising out of or in connection with your interactions with other Users or your participation in any transactions initiated through the Services.

5. FEES AND COMPENSATION

5.1 Current Phase (Beta)

At present, the Services are provided free of charge. Users may access the Site, create an Account, and use the available features without payment.

5.2 Introduction of Fees

TeDa Connect reserves the right to introduce fees for the use of certain Services in the future, which may include, without limitation:

- **Commissions:** a percentage of the value of transactions, licensing deals, collaborations, or partnerships that are initiated, facilitated, or completed through the Services.
- **Deal Facilitation Services:** optional services where TeDa Connect actively supports or intermediates communications and negotiations between Users, which may be subject to flat fees or success-based fees.

5.3 Non-Circumvention

Users agree that any transaction, collaboration, or licensing opportunity initiated through the Services shall be deemed a TeDa Connect Transaction, whether or not it is ultimately concluded on the Site. Once fees or commissions are introduced, Users agree not to circumvent the platform for the purpose of avoiding payment of applicable fees. TeDa Connect reserves the right to charge the applicable fees for any transaction initiated through the Services if such transaction is completed within twelve (12) months of initial contact between Users on the platform.

5.4 Payment Processing

When fees are introduced, payments will be processed via third-party providers. By using the Services, you agree to comply with the terms and conditions of such providers.

5.5 Notification of Fees

We will notify Users in advance of any applicable fees, commissions, or charges, including the effective date, payment terms, and applicable rates. Continued use of the Services after the introduction of such fees constitutes acceptance of the updated Terms and applicable charges.

5.6 Eligibility to Purchase

In order to make purchases through the Site (once enabled), you must be at least 18 years of age, authorized to enter into legally binding contracts on behalf of your organization, and provide true, accurate, and complete information.

5.7 No Refunds

Unless otherwise required by applicable law, all fees, commissions, or charges paid to TeDa Connect will be non-refundable.

5.8 Additional Terms

Additional terms relating to pricing, billing cycles, taxes, and cancellation will be made available at the time of introducing paid Services and shall form part of these Terms once communicated to Users.

6. NOTICE OF CONTRACTS

Users agree to notify TeDa Connect through the Site if (a) they enter into a contract or agreement with another User that originated from contact through the Site, whether or not the negotiation occurred through the Site; and (b) any products or services resulting from such contract are made public or publicly available.

Users grant TeDa Connect a limited, worldwide, non-exclusive license to use their organization's name, trade names, and logos for the sole purpose of identifying them as users of the Site. With prior written consent (email suffices), TeDa Connect may reference contracts concluded via the Site in marketing and promotional activities. TeDa Connect will not disclose details of any contract or products before the User or another party has done so.

7. REPRESENTATIVES AND AGENTS

If you are an agent, consultant, or other representative acting on behalf of an Intellectual Property owner or Licensee, you represent and warrant that:

- you have full authority to act and enter into binding agreements on their behalf,
- these Terms are binding on both you and the entity you represent, and
- both you and the represented entity will comply with these Terms.

TeDa Connect may limit onboarding of multiple representatives for the same Intellectual Property in order to avoid conflicts. Where multiple representatives exist, TeDa Connect may, at its discretion, restrict representation to a single verified representative.

8. USER CONTENT

The Site allows Users to upload and share logos, trademarks, images, business information, and any content that you create, upload, or submit to the Site ("**User Content**"). You represent and warrant that you have the necessary rights and approvals to upload such User Content. You are solely responsible for keeping copies of your uploads, as TeDa Connect does not guarantee storage.

You agree not to upload any content that is unlawful, defamatory, offensive, infringing, misleading, or harmful (including viruses or malware). TeDa Connect reserves the right to remove or restrict any content at its discretion.

By uploading User Content, you grant TeDa Connect a royalty-free, worldwide, non-exclusive license to use, display, reproduce, and distribute such content only to the extent necessary to provide the Services.

8.1 AI-Generated Content

If any image, video or other visual or audio content that you upload, submit or otherwise make available through the Services has been generated or materially manipulated using artificial intelligence ("**AI-Generated Content**"), you must clearly identify it as AI-generated when uploading or publishing it on the platform, using the AI disclosure option provided on the platform or, where no such option is available, by clearly stating this in the accompanying description.

Standard editing that does not materially alter the content or its meaning, such as cropping, resizing, or colour, brightness or contrast correction, does not require an AI disclosure. If you are unsure whether a disclosure is needed, please add one.

You are responsible for ensuring that AI-Generated Content complies with applicable laws, including applicable transparency requirements under the EU Artificial Intelligence Act (Regulation (EU) 2024/1689), and that you have all necessary rights and permissions to create, use, and upload such content.

You must not upload AI-Generated Content that infringes intellectual property, privacy, publicity, personality, or other third-party rights, or that is unlawful, misleading, or deceptive.

Where you identify content as AI-Generated Content, TeDa Connect may display a corresponding label (for example, “AI-generated” or “AI-edited”) alongside it. TeDa Connect may remove or restrict AI-Generated Content, or request that an appropriate disclosure or label be added, where the content does not comply with these Terms or applicable law.

9. USER CONDUCT

You agree to use the Services only for lawful business purposes and in a professional manner. Prohibited activities include, but are not limited to:

- uploading infringing or illegal content,
- uploading AI-Generated Content without the disclosure required under Section 8.1
- impersonating others,
- spamming or unauthorized advertising,
- introducing malware or disrupting the Site,
- attempting to gain unauthorized access to accounts or systems,
- scraping or harvesting data without consent,
- misusing the AI Chat Assistant, including attempting to circumvent its safeguards or using it to generate unlawful or harmful content,
- engaging in discriminatory, harassing, or unprofessional conduct.

TeDa Connect may remove content, suspend accounts, or restrict access if these rules are violated. Users remain solely responsible for their own interactions and communications.

10. INTERNATIONAL USE AND COMPLIANCE

Users are responsible for ensuring compliance with all applicable local, EU, and international laws, including sanctions and export control regulations. TeDa Connect does not permit use of the Services in violation of applicable trade restrictions or sanctions.

11. CONTENT LICENSE

Except for User Content, all designs, text, graphics, trademarks, and other materials on the Site are owned or licensed by TeDa Connect. You are granted a limited, revocable, non-transferable license to access and use the Site for business purposes. No other rights are granted.

12. SUBMISSIONS AND FEEDBACK

TeDa Connect does not accept unsolicited business proposals unless agreed in writing. If you provide suggestions, feedback, or ideas, you grant TeDa Connect a royalty-free, worldwide, perpetual license to use such feedback for any purpose without obligation to compensate you.

13. THIRD PARTY SERVICES AND LINKS

Certain features described under Section 2 Description of Services may involve integrations with third-party tools, services, or links to external websites (“Third-Party Features”).

- TeDa Connect is not responsible for the content, availability, or policies of any Third-Party Features.
- Users acknowledge and agree that use of any Third-Party Features will be subject to the terms, privacy policies, and rules of the respective third-party providers.
- TeDa Connect may update, remove, or discontinue access to any Third-Party Features at its discretion, without prior notice.
- Inclusion of any Third-Party Feature does not constitute endorsement, sponsorship, or recommendation by TeDa Connect.

14. INDEMNIFICATION

You agree to indemnify, defend and hold harmless TeDa Connect, its affiliates, and their directors, officers, and employees from and against any claims, damages, losses, costs or expenses, including but not limited to reasonable attorneys’ fees and legal fees, resulting from or arising out of your use of the Services, violation of these Terms, or infringement of third-party rights. This indemnity is in addition to, and does not limit, the exclusions and limitations of liability set out in Section 15.

15. WARRANTY DISCLAIMERS/LIABILITY

The Services are provided on an “as is” and “as available” basis. TeDa Connect makes no representations or warranties of any kind, whether express, implied, statutory, or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, title, or non-infringement. We do not warrant that the Services will be uninterrupted, secure, error-free, or free of viruses or harmful components, nor that data will be preserved without loss.

Nothing in these Terms excludes or limits liability for fraud, fraudulent misrepresentation, gross negligence, or willful misconduct. To the fullest extent permitted by law, TeDa Connect, its affiliates, and their officers, directors, employees, agents, licensors, and service providers shall not be liable to you for any:

- loss of profits, revenue, goodwill, anticipated savings, data, or business opportunities, or
- indirect, incidental, special, consequential, or punitive damages, arising out of or in connection with the Services, regardless of the legal theory and even if advised of the possibility of such damages.

TeDa Connect’s total aggregate liability for any claim under these Terms shall be limited to the greater of (i) the total amount paid by you to TeDa Connect for the Services in the twelve (12) months prior to the claim, or (ii) one thousand euros (€1,000) whichever is higher.

16. COMMERCIAL USE

You may not reproduce, resell, or exploit access to the Services for commercial purposes outside the scope permitted by these Terms, without TeDa Connect’s prior written consent.

17. USE AND STORAGE PRACTICES

17.1 General Practices

You acknowledge and agree that TeDa Connect may establish general practices and limits concerning the use of the Services. These may include, without limitation:

- the maximum period of time that content (such as messages, posts, or uploaded materials) will be retained on our systems;
- the maximum number of communications that may be sent or received through the Services;
- the maximum size of any file, message, or other transmission;
- the maximum amount of storage space allocated to your account; and
- the maximum number of times and/or the maximum duration you may access the Services within a given period.

17.2 No Liability for Deletion or Storage Failures

TeDa Connect accepts no responsibility or liability for the deletion, loss, or failure to store any content, communications, or other data maintained or transmitted through the Services. You are solely responsible for maintaining appropriate backup copies of your own data and content.

17.3 Inactive Accounts.

Inactive accounts may be suspended or deleted in accordance with Section 18 (Termination).

17.4 Right to Modify Practices

TeDa Connect reserves the right to modify, update, or discontinue these general practices and limits at its sole discretion, provided that such modifications will not materially reduce the level of service already paid for by Users during an active subscription period (if applicable in the future).

18. TERMINATION

18.1 User-initiated Termination

You may cancel or terminate your Account in whole or in part and access to the Services at any time by submitting a request to info@tedaconnect.com. Upon confirmation, your Account will be deactivated, and we will process your personal data in accordance with our Privacy Notice.

18.2 Company-initiated Termination

We may suspend, restrict, or terminate your Account, associated credentials, or access to the Services if:

1. you breach or violate these Terms or any applicable law;
2. we receive a valid request from law enforcement, a court, or other competent authority;
3. we discontinue or materially modify the Services;
4. technical or security issues require suspension to protect the integrity of the Services;
5. your Account remains inactive for an extended period of time;
6. we reasonably suspect fraudulent, abusive, or unlawful activity; or
7. applicable fees (once introduced) remain unpaid after due notice.

18.3 Notice

Where reasonably possible, we will notify you before suspension or termination. In urgent situations (e.g., fraud, legal obligation, or security risk), we may act immediately without prior notice.

18.4 Consequences of Termination

If your Account is terminated:

- your access to all or part of the Services will cease;
- your login credentials will be deactivated;

- your content and data may be deleted, archived, or anonymised, subject to legal retention requirements; and
- you may be barred from creating a new Account without prior approval.

18.5 Liability

We are not liable for any damages or losses arising from the termination or suspension of your Account in accordance with this Section, except where such termination was unlawful or in breach of your statutory rights.

19. INTELLECTUAL PROPERTY RIGHTS

19.1 Ownership of Materials

All software, source code, designs, text, images, photographs, illustrations, audio clips, video clips, artwork, graphics, data, and other copyrightable elements, together with their selection, arrangement, and overall presentation, as well as all trademarks, service marks, trade dress, and trade names displayed on or through the Site (collectively, the **“Materials”**) are the property of TeDa Connect or third parties who have licensed or otherwise permitted TeDa Connect to use them. These Materials are protected by Dutch, EU, and international copyright, trademark, and other intellectual property laws.

19.2 Use of Materials

Unless otherwise expressly stated, everything you see, access, or receive on or through the Site is protected by copyright or other intellectual property rights and may only be used in accordance with these Terms. TeDa Connect does not warrant or represent that your use of any Materials will not infringe the rights of third parties not owned or affiliated with TeDa Connect. Any unauthorized use of the Materials may violate copyright laws, trademark laws, design rights, database rights, privacy and publicity rights, or other applicable laws.

19.3 Trademarks

“TeDa Connect” and associated logos are trademarks of TeDa Connect. Other names, logos, and marks appearing on the Site may be trademarks of TeDa Connect or third parties who have authorized their use. Nothing in these Terms grants you any right or license to use any such trademarks without the prior written permission of TeDa Connect or the relevant rights holder.

19.4 License Grant

Subject to compliance with these Terms, TeDa Connect grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Site and the Materials solely for your internal business purposes (if you are a company user) or for your own professional use (if you are an individual representative). Except as expressly permitted in these Terms, no portion of the Site or Materials may be copied, reproduced, modified, distributed, displayed, published, transmitted, sold, or otherwise exploited for any commercial purpose without prior written consent from TeDa Connect.

19.5 Prohibited Activities

You agree not to:

- reproduce, adapt, create derivative works of, perform, display, distribute, or broadcast any Materials without prior written authorization;
- reverse engineer, decompile, disassemble, or otherwise attempt to extract the source code of any software forming part of the Site; or
- use the Materials in any manner that infringes the rights of TeDa Connect or third parties.

19.6 User-Generated Content

The provisions above do not apply to User Content and in which you hold the rights, except to the extent that you grant us a license under Section 8 (User Content). For clarity, the rights and licenses in respect of User Content are exclusively governed by Section 8 (User Content).

19.7 Artificial Intelligence and Text and Data Mining

Unless we have given our prior written consent, you may not use the Site, the Materials or any User Content made available by other Users to train, fine-tune, test or otherwise develop any artificial intelligence or machine-learning model or system. You may not enter other Users' User Content or Confidential Information into third-party AI tools unless the relevant User has authorised this.

In accordance with Article 4(3) of Directive (EU) 2019/790 and the corresponding provisions of Dutch copyright law, TeDa Connect expressly reserves its rights in the Site and the Materials against text and data mining, including for the purpose of training AI models. The automated extraction of content from the Site, including by bots, crawlers or similar tools, is not permitted without our prior written consent.

20. SECURITY AND MALWARE

We take appropriate technical and organizational measures to safeguard your information and the integrity of our Site. However, transmissions over the internet and storage on external servers can never be guaranteed as fully secure. You remain responsible for maintaining adequate protection on your own devices (e.g., antivirus software, firewalls).

While we work to keep our Site free of errors and harmful code, malware or other third-party software on your device may affect your experience. We are not responsible for any issues or damages arising from such third-party software. If you notice unusual activity or technical problems, please contact us at info@tedaconnect.com.

21. MODIFICATIONS AND UPDATES

We may modify, update, suspend, or discontinue the Services, or any part of them, at any time. This may include switching off certain features, limiting access, or conducting scheduled maintenance. We will provide notice of any changes by posting the updated Terms on our Site. Where modifications involve the introduction of fees in accordance with Section 5.5 (Notification of Fees) or materially affect your rights, we will provide advance notice via direct communication). Your continued use of the Services after the effective date of the updated Terms constitutes your acceptance of them.

22. DSA NOTICE, TAKEDOWN & COMPLAINTS (Digital Services Act Compliance)

22.1 Reporting Illegal Content (DSA Notice)

If you believe that any content on the Site or Services constitutes "illegal content" under the Digital Services Act (or under applicable EU or national laws), you may submit a notice ("DSA Notice") to us at info@tedaconnect.com. The Notice must include:

- a substantiated explanation of why you believe the content is illegal;
- the precise location of the content (e.g. URL or identifiers);
- your contact details (name, email, address);
- a statement affirming your good-faith belief that the information in your Notice is accurate and complete;
- where applicable, proof of authority to act (if you act on behalf of another).

22.2 Assessment & Action

Upon receiving a valid DSA Notice, we will evaluate it diligently and without undue delay. We may decide to remove or disable access to the content, restrict its visibility, suspend related accounts, or take other appropriate measures. We will inform you (the Notifier) of our decision.

22.3 Statement of Reasons & Notification to Affected User

If we act to remove, restrict, or otherwise affect a user's content or account under such notice or for violation of our Terms, we will provide the affected user with a clear and specific statement of reasons, explaining:

- what decision was made (e.g. removal, demotion, account suspension),
- the factual and legal basis for the decision,
- whether automated tools were used in the decision,
- which Terms, policies or laws were considered violated,
- the remedies available (e.g. appeal).

22.4 Appeals and Internal Complaints Process

Affected users have at least six (6) months from the date of notification to challenge or appeal a decision via our internal complaint mechanism at info@tedaconnect.com]. We will review appeals objectively and promptly, and inform the user of our decision.

22.5 Transparency & Reporting

We commit to publishing periodic transparency reports (at least annually) summarizing:

- the number of DSA Notices received,
- number of cases resolved (removed, rejected, etc.),
- types of content involved,
- use of automated tools in moderation,
- average processing times,
- appeals statistics.

If we qualify (e.g. as a Very Large Online Platform under the DSA), we will publish reports every six months and additional metrics as required by law.

22.6 Point of Contact & Legal Representation

In accordance with the Digital Services Act (DSA), TeDa Connect designates the following point of contact for communications with users, competent authorities, and the European Commission.

All correspondence may be directed to:

Email: info@tedaconnect.com]

22.7 Criminal Activity & Law Enforcement Notifications

If we become aware of content or activity that reasonably suggests a criminal offence (e.g. threat to life, terrorism, child sexual abuse), we will notify appropriate law enforcement bodies, providing relevant information (e.g. content, timestamps, user IDs) as permitted by law.

23. GENERAL

23.1 Relationship

The Parties hereto are and will remain independent contractors. Nothing herein will be deemed to establish a partnership, joint venture, or agency relationship between the Parties. Neither Party will be deemed to be an employee, agent, or legal representative of the other Party for any purpose, and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other Party.

23.2 Assignment

Each Party shall not assign or attempt to assign or otherwise transfer, any right or obligation arising out of the Agreement, without the written consent of the other Party.

23.3 Partial Ineffectiveness (Severability)

If any term or provision of this Agreement shall be held illegal or unenforceable, it is to that extent omitted and the validity or enforceability of the remainder of this Agreement shall not be affected.

23.4 Waiver

The failure to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or to affect either the validity of this Agreement or any part hereof or the rights of any Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

23.5 Force Majeure

TeDa Connect shall not be liable for any failure or delay in performance resulting from events outside its reasonable control, including but not limited to earthquake, flood or other natural disasters, civil disturbance, war (whether or not officially declared), labor disputes, government actions, pandemics, power outages, internet disruptions, or cyberattacks. This Section operates in addition to the limitations of liability set out in Section 15.

24. GOVERNING LAW

You and we agree that the laws of the Netherlands apply to these Terms and Conditions. All disputes, controversies or claims arising out of or in connection with this Agreement or relating to this Agreement or any further agreements relating thereto or resulting there from, or the breach, termination or invalidity thereof, shall exclusively be submitted in the first instance to the Court of Amsterdam, the Netherlands.