

TERMS OF SERVICE

Cuchilla Connect B.V.

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Company	Cuchilla Connect B.V.
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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 our Services, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must not use the Services.

1. Definitions

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

Term	Definition
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 third-party providers to enable integrations between software systems.
Authorised User	A natural person (e.g. administrator, marketing manager, coach, 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, 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, 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 (padel 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 (e.g. Playtomic, WhatsApp Business API, email providers, payment processors).
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 SaaS software, APIs, mobile 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 pricing page.
Subscription Plan	The tier of Services selected by the Customer (e.g. Beginner, Intermediate, Professional), each with defined features and usage limits.
Third-Party Service	Any software, platform, or service not owned or operated by Cuchilla Connect that is accessed through an Integration.

2. The Platform & Services

2.1 Description of Services

Cuchilla Connect provides an AI-powered, cloud-based SaaS platform designed for padel 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, event promotions, and behaviour-triggered messaging sequences.
- **Omnichannel Messaging:** Email campaigns, WhatsApp Business messaging (via Meta-approved API), and SMS communications, with template management and scheduling.
- **Agentic AI:** AI-powered campaign writing, send-time optimisation, churn prediction, and autonomous court-filling workflows.
- **Analytics & Reporting:** Dashboard reporting on player activity, campaign performance, revenue attribution, and court utilisation.
- **Integrations:** API connections with third-party booking systems (including Playtomic), payment processors, and communication platforms, as technically and contractually available.
- **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 possible);**
- **Emergency maintenance required to address critical security vulnerabilities or system failures;**
- **Downtime caused by Third-Party Services, force majeure events, or 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 "as is" and "as available", subject to the warranties set out in Section 9.

2.3 Service Modifications

Cuchilla Connect reserves the right to modify, update, enhance, or discontinue features of the Platform at any time. Where a modification materially reduces the functionality available to the Customer under their 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 their current billing period.

2.4 Beta Features

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

3. Account Registration & Access

3.1 Registration

To access the Services, the Customer must register an account by providing accurate, complete, and up-to-date 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. The Customer must promptly update information in the event of any change. Cuchilla Connect is not liable for failures or errors arising from inaccurate account information.

3.3 Credentials & Security

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

- **Not share credentials between multiple individuals;**
- **Implement strong, unique passwords and enable multi-factor authentication where available;**
- **Immediately notify Cuchilla Connect at support@cuchilla.nl upon discovering any unauthorised access or suspected compromise of credentials;**
- **Ensure that Authorised Users comply with these Terms and the Customer's own internal security policies.**

The Customer is fully 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 pricing documentation. The Customer may add Authorised Users up to the permitted limit. 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 Access Suspension

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 Policy

4.1 Permitted Use

The Customer is authorised to use the Platform solely for its own internal business operations in connection with managing its padel 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 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) Unlawful communications:** Send spam, unsolicited commercial messages, or communications that violate applicable law, including the Dutch Telecommunications Act (Telecommunicatiewet), the EU ePrivacy Directive, Meta's WhatsApp Business Policy, or any other applicable messaging regulations.
- **(c) Misleading or harmful content:** Transmit false, misleading, defamatory, discriminatory, harassing, or otherwise unlawful content through the Platform.
- **(d) Reverse engineering:** Decompile, disassemble, reverse engineer, or otherwise attempt to derive source code or trade secrets from the Platform.
- **(e) Scraping & automated access:** Use automated scripts, bots, crawlers, or scrapers to extract data from the Platform beyond what is permitted through the official API.
- **(f) Security circumvention:** Attempt to bypass, disable, or interfere with security controls, authentication mechanisms, or rate limits.
- **(g) Competitive use:** Use the Platform, or any information derived from it, to build, benchmark, or improve a competing product or service.
- **(h) Resale and sublicensing:** Resell, sublicense, rent, lease, or transfer access to the Platform to any third party without Cuchilla Connect's prior written consent.
- **(i) Harmful content:** Upload or transmit malware, viruses, or any other malicious code that could damage, disrupt, or compromise the Platform or other users' systems.

4.3 Customer Responsibility for Communications

The Customer is solely responsible for ensuring that all communications sent via the Platform (email, WhatsApp, 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 delay;**
- **Complying with the terms of service of each messaging platform (including Meta's 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.

5. Subscriptions, Pricing & Payment

5.1 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. Current plans and pricing are published at www.cuchillaconnect.com/pricing and may include:

Plan	Monthly Fee (excl. VAT)	Key Features	Limits
Beginner	€ 139 / month	Email channel, basic CRM, self-onboarding	5,000 emails/mo · 2,500 players
Intermediate	€ 239 / month	Email + WhatsApp, guided onboarding, full automation	20,000 emails/mo · 7,500 players
Professional	€ 349 / month	AI suggestions, custom templates, custom features	Unlimited emails · Unlimited players

Custom enterprise plans and partner arrangements (including barter agreements and white-label solutions) are available upon request. Custom terms will be documented in a separate Order Form.

5.2 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.

5.3 Fees & Taxes

All Subscription Fees are stated exclusive of VAT and any other applicable taxes, levies, or duties. The Customer is responsible for paying all applicable taxes. Fees published by Cuchilla Connect do not include third-party costs such as transactional email delivery charges, SMS gateway fees, or payment processor fees, which are either charged directly by the relevant third party or passed through at cost.

5.4 Billing & 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 (bank transfer, direct debit, or online payment).

5.5 Late Payment

In the event of late payment, Cuchilla Connect reserves the right to:

- **Charge statutory commercial interest (wettelijke handelsrente) from the due date until full payment is received;**
- **Charge reasonable debt collection costs, including legal fees, if 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.

5.6 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 price increase exceeds 10% of the then-current Subscription Fee, the Customer may terminate the Agreement without penalty by providing written notice before the new pricing takes effect. Continued use of the Services after the effective date of a price change constitutes acceptance.

5.7 Refunds

Subscription Fees paid in advance are non-refundable except where required by mandatory law or as expressly set out in these Terms (e.g. upon termination following a material breach by Cuchilla Connect, or an unacceptable price increase under Section 5.6). 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.

5.8 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 reasons. Disputes raised after this period may not be accepted. Undisputed portions of an invoice remain due and payable by the due date.

6. Data Protection & Privacy

6.1 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 (DPA), which forms part of this Agreement and is available at www.cuchillaconnect.com/dpa.

6.2 Customer Responsibilities

The Customer is solely responsible as Data Controller for:

- Ensuring 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 (access, erasure, portability, etc.) relating to Player Data, with Cuchilla Connect's assistance as described in the DPA;
- Ensuring that any data imported from third-party booking systems (e.g. Playtomic) is processed in compliance with the relevant privacy policies and data sharing agreements of those third parties.

6.3 Cuchilla Connect's 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, available at www.cuchillaconnect.com/privacy. By entering into this Agreement, the Customer acknowledges and accepts the Privacy Policy.

6.4 Anonymised Data

Cuchilla Connect may use fully anonymised and aggregated data derived from Customer usage of the Platform (e.g. platform-wide feature adoption rates, aggregate campaign performance benchmarks) for the purposes of improving the Services, developing new features, and producing industry insights. Such data will never be attributable to an individual Customer or End User.

7. Integrations & Third-Party Services

7.1 Nature of Integrations

The Platform may connect to Third-Party Services (such as Playtomic, WhatsApp Business API, email delivery providers, and payment processors) via APIs and webhooks. The availability, functionality, and performance of Integrations are subject to the terms, conditions, rate limits, and technical capabilities of the relevant Third-Party Service.

7.2 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 to maintain the Integration.**

7.3 Customer Responsibilities for Integrations

The Customer is responsible for:

- **Maintaining valid API keys, access tokens, and authorisations for each Third-Party Service;**
- **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;**
- **Promptly notifying Cuchilla Connect if any Integration credentials are compromised.**

7.4 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;**
- **The Third-Party Service's failure to comply with applicable law or its own terms of service.**

7.5 WhatsApp Business API

Use of the WhatsApp Business Integration is subject to Meta's 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 by Meta.

8. Intellectual Property

8.1 Ownership of Platform

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

8.2 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.

8.3 Ownership of Customer Data

The Customer retains full ownership of all Customer Data. Cuchilla Connect does not acquire any 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 and the DPA.

8.4 Feedback

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

8.5 Customer Indemnity for IP 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 from any claims, damages, costs, and expenses (including reasonable legal fees) arising from any alleged or actual infringement of third-party rights by Customer Data.

9. Warranties & Disclaimers

9.1 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 herein;**
- **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.**

9.2 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.**

9.3 Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". 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.**

AI-generated outputs (including campaign copy, churn scores, 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 acting upon them.

10. Limitation of Liability

10.1 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.

10.2 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.

10.3 Exceptions

Nothing in these Terms shall limit or exclude 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 by applicable Dutch or EU law.**

10.4 Customer's 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 shall not be liable for any loss that the Customer could reasonably have avoided or reduced.

11. Confidentiality

11.1 Obligations

Each party agrees to keep the other party's Confidential Information strictly confidential and to 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 confidential information, and in any event no less than reasonable care.

11.2 Permitted Disclosures

Confidential Information may be disclosed to employees, contractors, advisors, or sub-processors who have a 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 if required by law, court order, or regulatory authority, provided that (where legally permitted) it gives the other party prior written notice and reasonable opportunity to seek a protective order.

11.3 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 received from a third party lawfully and without restriction.

11.4 Survival

Confidentiality obligations survive termination or expiry of this Agreement for a period of 3 years.

12. Service Levels & Support

12.1 Standard Support

Cuchilla Connect provides standard customer support via email at support@cuchilla.nl during business hours (09:00–18:00 CET, Monday–Friday, excluding Dutch public holidays). Cuchilla Connect aims to acknowledge all support requests within 1 business day and to resolve issues in a timely manner depending on severity.

12.2 Severity Levels

Severity	Description	Target Response Time
Critical (P1)	Platform completely unavailable or critical data loss affecting all users.	4 business hours
High (P2)	Core functionality severely impaired; workaround not available.	1 business day
Medium (P3)	Non-critical functionality impaired; workaround available.	3 business days
Low (P4)	General enquiries, feature requests, minor UI issues.	5 business days

Response times are targets, not guarantees. Enhanced SLAs with guaranteed resolution times and priority escalation may be available under a separate Enterprise Agreement.

12.3 Planned Maintenance

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

13. Term & Termination

13.1 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.

13.2 Termination by the Customer

The Customer may terminate this Agreement:

- **Monthly subscriptions:** At any time with 1 calendar month's written notice, effective at the end of the current billing month.
- **Annual subscriptions:** With at least 1 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 5.7).
- **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 5.6, provided notice is given before the new pricing takes effect.

13.3 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, liquidation, or ceases to conduct business.
- **With 30 days' written notice:** For any reason, provided Cuchilla Connect refunds a pro-rata portion of any prepaid Subscription Fees for the unused portion of the then-current subscription period.

13.4 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 their 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.**

13.5 Survival

The following provisions survive termination or expiry of this Agreement: Section 1 (Definitions), Section 6.4 (Anonymised Data), Section 8 (Intellectual Property), Section 10 (Limitation of Liability), Section 11 (Confidentiality), Section 14 (Force Majeure), Section 16 (Governing Law), and any payment obligations accrued prior to termination.

14. Force Majeure

14.1 Definition

Neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to: acts of God, natural disasters, war, terrorism, civil unrest, pandemics or epidemics, acts of governmental authorities, power outages, internet infrastructure failures, DDoS attacks, or failure of third-party suppliers or subcontractors.

14.2 Notification & 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 force majeure event ceases. If a force majeure event prevents performance for more than 60 consecutive days, either party may terminate the Agreement by providing 14 days' written notice without liability (other than for payment of amounts already due).

15. Changes to These Terms

15.1 Updates

Cuchilla Connect reserves the right to 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.

15.2 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.

15.3 Acceptance

Continued use of the Services after the effective date of updated Terms constitutes the Customer's 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).

16. Governing Law & Dispute Resolution

16.1 Governing Law

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

16.2 Amicable Resolution

In the event of a dispute arising from or in connection with this Agreement, the parties will first attempt to resolve the matter amicably through good-faith negotiation. Either party may initiate this process by sending a written notice to the other party 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.

16.3 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.

17. General Provisions

17.1 Entire Agreement

This Agreement (including the DPA, 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 any conflict between documents, the order of precedence is: (1) the Order Form; (2) the DPA; (3) these Terms of Service; (4) the Privacy Policy.

17.2 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 15.

17.3 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.

17.4 Waiver

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

17.5 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, upon written notice to the Customer.

17.6 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: support@cuchilla.nl. Notices by email are effective upon confirmation of receipt; notices by post are effective 3 business days after sending.

17.7 Relationship of Parties

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

17.8 Language

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

18. Contact Information

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

Company	Cuchilla Connect B.V.
Address	Tweede Anjeliersdwarstraat 8 C, 1015 NT, Amsterdam, Netherlands
KvK	94188939
Email	support@cuchilla.nl
Website	www.cuchillaconnect.com