

# Terms and Conditions

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## Introduction

These Terms and Conditions ("Terms") govern your use of the services, platform, and website ("Services") provided by **TDXC Digital Solutions FZ-LLC** (the "Company," "TDXC," "we," or "us"). TDXC Digital Solutions FZ-LLC is a company incorporated in the Ras Al Khaimah Economic Zone (RAKEZ) in the United Arab Emirates, with **License No. 47022048** and registered address at *VUPR1112 Compass building - Al Hulaila, AL Hulaila Industrial Zone-FZ, Ras Al Khaimah, United Arab Emirates*. All legal inquiries or questions regarding data use should be directed to [legal@tdxc-official.com](mailto:legal@tdxc-official.com).

By accessing or using our Services, you (the "**Client**," "**User**," or "**you**," i.e., the business entity or its authorized representative accepting these Terms) acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not use the Services. These Terms form a legally binding agreement between you and TDXC. We reserve the right to update or modify these Terms from time to time; we will notify you of material changes, and your continued use of the Services after updates signifies acceptance of the revised Terms.

## Eligibility and B2B-Only Use

**Business Use Only:** The Services provided by TDXC are intended **for business-to-business (B2B) use only**. By registering for or using our platform, you represent and warrant that you are doing so on behalf of a company or legal business entity, and **not as an individual consumer** for personal use. You further represent that you have the authority to bind the business you represent to these Terms. If you do not have such authority, or if you are an individual acting outside of a business capacity, you are not permitted to use our Services.

**Age and Authorization:** You must be of legal age and capacity to form a binding contract, and any individual using the Services on a company's behalf must be an authorized employee or agent of that company. We may require you to provide proof of business registration or other verification information to ensure compliance with this B2B-only requirement. TDXC reserves the right to refuse access to the Services or terminate accounts that are suspected of being used for consumer purposes or without proper authorization.

## Scope of Services

TDXC provides a suite of digital solutions and platform services to assist businesses in managing and facilitating their commercial activities. Our role is primarily that of a **technical interface and support platform**. Depending on your subscription package, the Services may include:

- **Platform Access:** Secure access to our web-based platform and tools, which serve as a technical interface for your business needs. This platform may enable you to view and analyze data, connect with service providers or partners, and manage certain business processes through a single dashboard.
- **Administrative Support:** Back-end and administrative support services to help configure your account, manage user access/permissions for your team, and ensure that the platform is tailored to your business requirements. This may include technical assistance with integrations, onboarding guidance, and ongoing account management help.
- **Customer Service Facilitation:** Tools and services that help facilitate communications and customer service interactions *between you and your own clients or partners*. For example, the platform may include features to organize client inquiries, share information with your customers, or coordinate support tickets. TDXC staff may also, in some cases, assist in

routing or addressing certain support requests related to the platform's functionality.

- **Data Interface and Analytics:** A technical interface for retrieving, displaying, and analyzing business data (such as market data, trade information, or company profiles) to support your decision-making. We leverage technology to present data insights and reports; *however, any business decisions or transactions based on these insights are made at your discretion and responsibility.*

**Limited Scope:** It is important to understand that **TDXC is a facilitator and technology provider**. We strive to ensure our platform is available and functioning as intended, but we **do not** guarantee any particular business outcome or success by using our Services. The specific features and tools you have access to will depend on the subscription plan you select (see **Subscription Packages** below for details). We may add, remove, or modify features from time to time, and will endeavor to inform you of any significant changes to the scope of our Services.

## No Financial Services – Disclaimer

**Not a Financial Institution or MSB:** TDXC Digital Solutions FZ-LLC is **not** a bank, financial institution, or a **Money Services Business (MSB)**, and we do not provide any banking, money transmission, or financial investment services. **No funds are handled, received, or transmitted by TDXC on your behalf.** We are **not a payments processor** and are not licensed by the UAE Central Bank or any other financial regulatory authority to provide financial services.

**Technical Platform Only:** Our platform may allow you to interface with third-party services or facilitate certain business transactions (for example, by providing information or communication tools between you and a buyer or seller). However, any such transactions or exchanges of funds **occur outside the TDXC platform** and are strictly between you and the other party. **TDXC does not hold, manage, transfer, or process client funds, payments, deposits, securities, or other financial instruments.** We do not act as an escrow, custodian, or fiduciary, and **no aspect of our Services involves the handling of currency or monetary value.**

**No Financial Advice or Brokerage:** Additionally, nothing in our Services constitutes financial, legal, or investment advice. TDXC is not providing any advisory service regarding the suitability or profitability of any transaction or opportunity. Any decisions you make based on information or tools from our platform are solely your responsibility. You should conduct your own due diligence and, if necessary, consult qualified advisors before engaging in any business transaction.

**Hold Harmless:** You agree that TDXC shall have no responsibility or liability for any financial losses or regulatory consequences you or any third party may incur in relation to your business dealings. By using our Services, you explicitly acknowledge and agree to this important disclaimer: **The Company's role is limited to providing a technological and administrative platform, and it is not a party to any contracts, transactions, or fund flows that you may enter into with others.**

## Account Registration and Security

In order to access our Services, you may be required to register an account with TDXC. The following conditions apply to account registration and ongoing security:

- **Registration Information:** You must provide accurate, current, and complete information during the account signup process (including your business name, registration details, authorized user name, contact information, etc.). You agree to keep your account information updated. Misrepresenting your identity or affiliation is a breach of these Terms.
- **Account Credentials:** You will establish login credentials (such as a username and password) for accessing the platform. You are responsible for maintaining the confidentiality of your credentials and for all activities that occur under your account. **Do not share your login information** with unauthorized persons. If you are an organization with multiple authorized users, each user should have their own credentials if multi-user access is part of your subscription.
- **Unauthorized Access:** You must notify us immediately at [legal@tdxc-official.com](mailto:legal@tdxc-official.com) if you suspect any unauthorized use of your account or any other breach of security. We will not be liable for losses or damages resulting from unauthorized access due to your failure to safeguard login details.

- **Account Security:** We implement security measures to protect our systems and your data; however, you are also expected to use appropriate security practices. This includes using strong passwords, restricting access to your account to your authorized users only, and complying with any two-factor authentication or other security procedures we may implement. We reserve the right to suspend or disable any account that we suspect may have been compromised or is being misused, in order to protect you, us, and other users.

## Subscription Packages and Features

Our Services are offered through a range of subscription plans designed to meet different business needs. All subscription fees are stated in United States Dollars (USD) (unless otherwise indicated) and are billed on a recurring basis (either monthly or annually, as per the plan terms you select). Below are the available **Subscription Packages** and their key features and pricing:

- **Basic Plan – USD \$99 per month** (billed monthly).  
**Features:** Designed for small businesses or trial use, the Basic Plan includes access for a single user with core platform functionality. You can search and view a limited number of company profiles or data records per month (e.g., up to X queries/month), and use the fundamental tools on the platform. Basic email support is provided, with responses during standard business hours. This plan is ideal for evaluating the service or handling low volumes of data.
- **Pro Plan – USD \$199 per month** (billed monthly).  
**Features:** The Pro Plan is suited for growing businesses requiring greater access. It includes multi-user access (e.g., up to 5 user accounts) and higher usage limits (e.g., up to Y data queries/month). In addition to all Basic features, the Pro Plan offers advanced platform tools such as enhanced search filters, data export capability, and basic analytic reports. Support is provided via email and chat with faster response times, and minor customization of the interface (like saved report templates) is available.
- **Maximize Plan – USD \$499 per month** (billed monthly).  
**Features:** The Maximize Plan is a premium tier for businesses looking to leverage the full potential of the platform. It includes all Pro features, with significantly increased limits (e.g., unlimited or very high number of data queries and company profile views). Up to 10 user accounts can be registered under your organization. You gain access to **advanced analytics dashboards** and forecasting tools to anticipate market trends. This plan also includes priority support, where your inquiries are prioritized, and you have access to an onboarding specialist during initial setup.
- **Executive Plan – USD \$999 per month** (billed monthly).  
**Features:** The Executive Plan is our enterprise-level offering. It includes all features of the Maximize Plan with **no preset usage limits** (fair use policy applies) and allows a larger team (up to 20 users, with options to add more at additional cost). Executive subscribers receive **personalized support** including a dedicated account manager. Additional services in this plan can include custom data integrations (connecting TDXC's platform with your internal systems), bespoke reporting tailored to your KPIs, and quarterly strategy review meetings with our analysts. The Executive Plan is designed for clients that need a fully supported and customized experience on the platform.
- **AMEX Plan – USD \$1,499 per month** (billed monthly).  
**Features:** The AMEX Plan is our most comprehensive and exclusive tier, offering all benefits of the Executive Plan **plus premium extras**. "AMEX" is an elite package intended for clients who require maximum service and may have unique needs. In addition to the Executive features, the AMEX Plan provides **exclusive partner benefits** (including potential integrations or perks through our strategic partners), highest priority 24/7 support, and concierge-level assistance for your team. AMEX Plan clients might receive early access to new features, bespoke data analysis on request, and other VIP services. *(Note: The AMEX Plan name does not imply any financial service or American Express product offering by TDXC; it is simply the name of our top-tier plan.)* For pricing above the base rate or custom enterprise arrangements, please contact our sales team.

**Plan Terms:** All subscription plans are provided on a recurring basis until canceled. Monthly plans renew each month on the same calendar day as sign-up, and annual plans renew on the annual anniversary of sign-up, unless canceled at least prior to the renewal date (specific notice periods for cancellation may be outlined in your plan details or invoice). Upgrades or downgrades between plans can be requested by contacting us; any changes in fees will be prorated or applied as per our billing policy at the time of change.

# Fees, Payment, and Billing Policy

By subscribing to any of our plans, you agree to pay the applicable subscription fees and any other charges (taxes, etc.) that may accrue in relation to your use of the Services. The following outlines our billing policies:

- **Payment Method:** Fees will be charged to the payment method you provide (such as a credit card or approved invoice arrangement). You must ensure your provided payment information is accurate and up to date. If we offer payment via credit card, you authorize us to automatically charge your card for the recurring subscription fees. For invoice billing (available to certain plans or regions), payments must be made by the due date stated on the invoice.
- **Auto-Renewal:** All subscriptions are set to auto-renew at the end of each billing cycle (monthly or annually, depending on your plan). This means your account will be charged automatically to prevent interruption of service. If you wish to stop the service, you must cancel before the renewal date (see **Termination** section below for cancellation details).
- **No Refunds:** All fees are final and non-refundable. Once a payment is processed for a given billing period, you will not be able to obtain a refund for that period's subscription, even if you decide to cancel or stop using the Service part-way through. We do not provide refunds or credits for partial use of the Services, downgrades, or for unused features. The only exceptions to this policy would be if required by applicable law or at our sole discretion in extraordinary circumstances (for example, if a billing error on our part resulted in an overcharge, we will correct it).
- **Late Payments:** If we are unable to collect payment when due (e.g., your credit card expires or is declined), we will notify you and may attempt to re-process the payment. If the issue is not promptly resolved and payment remains outstanding, TDXC reserves the right to suspend your account or downgrade your service until payment is received. You agree to pay any costs and charges incurred by TDXC in the collection of overdue amounts, including reasonable attorney fees or collection agency fees, if applicable.
- **Changes in Fees:** Subscription fees may be adjusted by TDXC from time to time. Any fee changes will be communicated to you with advance notice (for example, by email or via the platform) and will not take effect until the start of your next billing cycle. If you do not agree to a fee change, you may cancel your subscription before the new rates apply; otherwise, your continued use of the Services constitutes agreement to the updated pricing.
- **Taxes:** All fees are exclusive of any taxes, levies, or duties imposed by taxing authorities. You are responsible for any such applicable taxes (e.g., VAT, sales tax) that may be required by your jurisdiction, except for taxes on TDXC's income. If we are required to collect taxes, those will be added to your billing amount.

# Acceptable Use and Compliance with Laws

When using TDXC's Services, you agree to do so **in compliance with all applicable laws and regulations** and in accordance with these Terms. You further agree to use the platform responsibly and not to misuse it. Specifically, you **must not**:

- **Unlawful Activities:** Use the Services for any unlawful, illegal, fraudulent, or harmful purpose. This includes, but is not limited to, using the platform in connection with any activity that violates trade laws, anti-bribery laws, anti-money laundering (AML) regulations, or sanctions programs. You represent that you (and your business) are not subject to any government sanctions or on any prohibited-party lists, and you will not use TDXC Services in violation of export control or sanctions laws.
- **Improper Data Use:** Use the data, information, or tools provided by the platform in a manner that infringes or violates the intellectual property or privacy rights of any third party. For example, you should not scrape, reproduce, or redistribute data from the platform beyond what is allowed in these Terms. If the platform provides you with contact information or leads, you must use such information in compliance with applicable data protection laws and anti-spam regulations when conducting any outreach.
- **Interference with the Platform:** Attempt to gain unauthorized access to the platform or its related systems or networks, or probe, scan, or test the vulnerability of our security measures without proper authorization. You must not interfere with or disrupt the integrity or performance of the Services (for instance, by deploying any viruses, worms, malware, or any

other harmful code, or by launching denial-of-service attacks).

- **Circumvention and Misrepresentation:** Misuse the platform by circumventing usage limits, attempting to access features or data not included in your subscription, or impersonating any person or entity. You should not misrepresent your identity or your affiliation with any person or entity when using the Services, and you must not use the Services in a manner that could falsely imply an endorsement or partnership between TDXC and any third party (except as explicitly permitted in writing).
- **Platform Integrity:** Use the Services to upload or transmit any material that is defamatory, harassing, obscene, or otherwise objectionable (we reserve the right to determine what is objectionable in our discretion, subject to applicable law). You also agree not to use the platform to engage in any activity that could damage, disable, or impair the Services or that harms other users (such as spamming other users with unsolicited messages, if such functionality exists).

**Compliance and Cooperation:** You are responsible for ensuring that your use of the Services complies with all laws relevant to your business, including obtaining any licenses or approvals that might be required for your industry. TDXC may request information from you as needed to comply with our own legal obligations (for example, verifying your business identity to comply with RAKEZ regulations or other laws). You agree to cooperate with any reasonable requests for information or documentation to verify your compliance with these Terms or with law.

If we determine, in our sole judgment, that you have violated this **Acceptable Use** section or any other provision of these Terms, we reserve the right to take appropriate action, which may include suspending or terminating your access to the Services (per the **Termination** section below) and, if necessary, reporting the activity to law enforcement or regulatory authorities.

## Confidentiality

Both you and TDXC may receive or have access to information that is non-public, proprietary, or confidential in nature during the course of the Services ("Confidential Information"). For example, Confidential Information may include business plans, customer lists, financial data, trade secrets, technical processes, or non-public aspects of the platform.

**Our obligations:** TDXC agrees to treat your Confidential Information with reasonable care and not to disclose it to any third party except (a) as needed to provide the Services (for instance, disclosing certain details to a subcontractor or partner who is bound by confidentiality obligations and only on a need-to-know basis), or (b) as required by law or legal process. We maintain internal policies and safeguards to protect your Confidential Information and will notify you, to the extent legally permissible, if we are required to disclose any of your Confidential Information due to a court order or government demand. Additionally, we will only use your Confidential Information for purposes of providing services to you and not for any competitive or personal gain. (Please also refer to our **Privacy & Cookies** section for treatment of personal data and tracking information.)

**Your obligations:** Likewise, you agree that you will not disclose any Confidential Information of TDXC to any third party without our prior written consent. TDXC's Confidential Information includes the terms of your subscription (unless publicly available), any pricing discounts or proposals specifically offered to you, the software, technology and algorithms used in the platform, and any documentation or training materials we provide that are not publicly published. You may not use TDXC's name, logos, or proprietary information in press releases, marketing, or announcements without our prior approval. You further agree to use any data or information obtained from the platform (for example, details of other companies or analytical results) in a manner consistent with these Terms and only for your legitimate business purposes. If such information is marked or identified as confidential by TDXC or by the platform, you must treat it as Confidential Information and not disclose it to others.

**Exclusions:** The obligations in this section do not apply to information that is: (i) already publicly known through no breach by the receiving party; (ii) rightfully received from a third party not under an obligation of confidentiality; (iii) independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) approved for release in writing by the disclosing party.

**Duration:** Confidentiality obligations survive the termination of these Terms and remain in effect for as long as the information remains confidential or trade secret (with the standard period often being at least 2-3 years post-termination for general confidential info, and indefinitely for trade secrets, but in any case no shorter than 3 years after termination of the Services).

# Intellectual Property Rights

All content, software, data, and materials provided through our Services or made available on the TDXC platform, including but not limited to text, logos, graphics, compilations of data, software code, algorithms, and databases (collectively, “**TDXC Materials**”), are the **intellectual property of TDXC** or its licensors and are protected by copyright, trademark, database rights, and other applicable intellectual property laws. TDXC retains all rights, title, and interest in and to the TDXC Materials and the Services, including any improvements or derivatives thereof.

**License to You:** Subject to your compliance with these Terms and your payment of any applicable fees, TDXC grants you a limited, non-exclusive, non-transferable, revocable license to access and use the platform and TDXC Materials **solely for your internal business purposes**. This license allows you to use the tools, features, and data on our platform as intended (according to your subscription level), but **does not** grant you ownership of any portion of the platform or its content. You may not copy, distribute, modify, reverse engineer, or create derivative works from the platform or any TDXC Materials, except as permitted by mandatory law or expressly authorized in writing by us. For example, you are not allowed to remove or obscure any copyright or trademark notices, and you cannot use any automated system (like bots or scrapers) to extract data from the platform beyond what is allowed by our API or export tools for subscribers.

**Your Data and Content:** You retain ownership of any data, content, or materials that you upload or provide to TDXC in the course of using the Services (“**Client Data**”). By providing Client Data, you grant TDXC a worldwide, royalty-free, sub-licensable license to use, process, store, and transmit your Client Data **solely for the purpose of providing the Services** to you and in accordance with our Privacy Policy. We do not claim ownership over your Client Data, but you represent and warrant that you have all necessary rights to provide the data to us and to use it within our platform. If you integrate TDXC with any of your systems or third-party services, you also ensure that you have the rights and consents to any data exchanged through such integration.

**Third-Party Content:** The platform may contain content, data or integrations from third-party sources. All such third-party materials are the property of their respective owners and may be subject to additional terms from those third parties. TDXC is not responsible for the accuracy or reliability of third-party content. Your use of any third-party services or content that interoperate with TDXC may be governed by those third parties’ terms and not by TDXC’s Terms, and it is your responsibility to review and comply with those terms.

## Privacy and Cookies

Your privacy is important to us. Our collection and use of personal data in connection with the Services is described in our Privacy Policy (available on our website). In this section, we provide a brief overview of how we handle data, as well as our use of cookies and IP tracking:

- **Personal Data:** When you use our Services, we may collect certain personal information (for example, personal contact details of your authorized users, login information, or usage data) as well as business information (such as company name, industry, etc.). This information is used in accordance with applicable data protection laws and for legitimate purposes, including providing and improving the Services, billing, customer support, and complying with legal obligations. We implement appropriate technical and organizational measures to protect personal data against unauthorized access or disclosure. By using the platform, you agree to the processing of your data in accordance with our Privacy Policy and these Terms. If you provide us with personal data of third parties (for instance, adding a team member’s email to invite them, or uploading a list of your customers), you are responsible for ensuring you have obtained any necessary consents or rights to do so.
- **Cookies and Tracking Technologies:** TDXC uses cookies and similar tracking technologies on its website and platform. Cookies are small text files placed on your device to store information and enhance your user experience. For example, we use cookies to remember your login session, track preferences, and understand how you navigate the platform so we can improve usability. We also utilize cookies and third-party analytics tools to collect information about usage of the Services, such as pages viewed, time spent, and other web analytics data. **We may log your IP address** and other device identifiers as part of these analytics and for security monitoring (such as detecting unusual account activity or preventing fraudulent use). This information helps us secure the platform and tailor our services to better suit our user base. By using our site and Services, you acknowledge and agree to our use of cookies and tracking as described. You can control cookies through your browser settings and other tools; however, please note that disabling certain cookies may affect functionality of the Services (for instance, you might not be able to stay logged in without

session cookies).

- **Data Use and Sharing:** We do not sell your personal information to third-party marketers. We may share certain data with third-party service providers under contract who assist us in operating the platform (such as cloud hosting providers, analytics services, customer support tools, etc.), and they will only process data as directed by us and in line with our Privacy Policy. In some cases, especially if you are part of a partnership program or the AMEX Plan that involves partner benefits, we might share minimal necessary information with that partner to enable the benefit (for example, verifying your eligibility for a partner service). We will not share Confidential Information or sensitive personal data unless required for the service or by law.
- **Legal Compliance:** TDXC may disclose information about you or your use of the Services if required to do so by law, court order, or in response to a valid legal process (such as a subpoena), or to establish or exercise our legal rights or defend against legal claims. We will strive to notify you (if legally permitted) in such events. Additionally, as part of compliance efforts noted in the **Acceptable Use** section, we may use tools to ensure no prohibited entities are using the platform, which could involve checking user data against sanction lists as required by law.

For full details on how we handle data, please review our Privacy Policy. Your use of the Services signifies your acceptance of the practices described therein. If you have any questions about privacy or cookies, you may contact us at [legal@tdxc-official.com](mailto:legal@tdxc-official.com).

## Termination and Suspension

**Termination by You:** You may choose to stop using our Services and cancel your subscription at any time. If you wish to terminate this agreement or your account, you can do so by providing written notice to TDXC (for example, via email to our support or legal address) or by using any self-service account cancellation function provided on the platform. **Please note that cancellation will take effect at the end of your current billing period.** You will not receive any refund for prepaid fees (as per our **No Refunds** policy), but your access will continue until the paid period expires. If you are on an annual plan and decide to cancel before the year is over, you will not be refunded the remaining unused months, so consider your commitment before subscribing to longer-term plans.

**Termination or Suspension by TDXC:** TDXC reserves the right to suspend or terminate your access to the Services (in whole or in part) under the following circumstances:

- **For Breach:** If you violate any of the provisions of these Terms (including non-payment of fees or violation of acceptable use policies), we may suspend your account immediately and provide notice of breach. If the breach is curable and you promptly cure it (for example, by paying overdue fees or ceasing the violating activity) we may restore service at our discretion. If you fail to cure a material breach after notice, TDXC may terminate your account for cause. In cases of severe breaches (such as unlawful activity or actions threatening the security of the platform), we may terminate or suspend access **immediately without prior notice** to protect our interests and those of other users.
- **Legal or Safety Reasons:** We may also suspend or terminate the Services to you if we are required to do so by law or a regulatory authority, or if providing the Services to you has become impractical or impossible due to legal, regulatory, or security considerations. For example, if it becomes known that you (or the business you represent) are subject to sanctions, engaged in fraudulent or illegal operations, or if continued service would cause TDXC to violate a law, we will terminate the engagement.
- **Discontinuation of Service:** In the event that TDXC decides to discontinue the Service or a particular portion of it entirely (for all users, or all users of a certain plan), we will provide you with at least 30 days' notice when feasible. During such notice period, you may be able to download or export your data. After discontinuation, your access will end and any stored data may be deleted or rendered inaccessible, so please ensure you have backups of any data you need prior to service termination. If we discontinue the Service entirely and you have prepaid for a period beyond the discontinuation date, we will provide an appropriate pro-rata refund for the unused portion of your subscription (this is one scenario where a refund may be issued notwithstanding our general no-refunds policy).

**Effect of Termination:** Upon termination or expiration of your subscription for any reason: (a) your right to access and use the Services will immediately cease, and any licenses granted to you will terminate; (b) you must destroy or delete any local copies of software, proprietary documentation, or Confidential Information of TDXC in your possession (except for data that you are entitled to

as your own records); and (c) any provision of these Terms which by their nature should survive termination (such as limitations of liability, indemnities, confidentiality obligations, accrued rights to payment, etc.) will survive. TDXC is not liable to you or any third party for suspension or termination of your account in accordance with these Terms.

If your account is terminated by us for cause (due to your breach), you may not be eligible to sign up for the Services again or re-register without our express permission. We also reserve the right to pursue any legal remedies available to us in respect of any breach or misconduct by you preceding termination.

## Disclaimers of Warranty

**“As-Is” Service:** TDXC provides the Services on an “as is” and “as available” basis, to the fullest extent permitted by law. While we endeavor to maintain a secure, accurate, and up-to-date platform, we cannot guarantee that the Services will be **uninterrupted, error-free, or meet all of your expectations or requirements**. The use of the Services and any reliance on any output or information provided through the Services is done at your own discretion and risk.

**No Warranties:** To the maximum extent allowed by applicable law, TDXC disclaims all warranties and representations, whether express, implied, or statutory, with respect to the Services and all content and software associated with or provided through the Services. This includes, but is not limited to, implied warranties of **merchantability, fitness for a particular purpose, non-infringement**, and any warranties arising out of course of dealing or usage of trade. We make no guarantee that the data or results you obtain through our platform are complete, accurate, or up-to-date, although we strive for high quality and will correct known issues when possible.

**No Guarantee of Results:** You understand that **no advice or information** (oral or written) obtained by you from TDXC or through the Services shall create any warranty not expressly stated in these Terms. TDXC specifically **does not warrant** that: (i) the Services will result in any particular increase in your business performance or opportunities; (ii) any data provided is absolutely accurate or complete (for example, there might be delays or errors in third-party data sources); (iii) the Services will be compatible with all your devices or systems; or (iv) any defects in the operation or functionality of the Services will be corrected immediately. We will, however, use commercially reasonable efforts to address and fix critical issues that are within our control and promptly notify users of any significant outages or known errors.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you. In such cases, any implied warranties are limited to the minimum scope and duration permitted by applicable law.

## Limitation of Liability

To the extent permitted by law, **TDXC’s liability to you is limited**. You acknowledge that the fees paid reflect the allocation of risk set forth in these Terms and that TDXC would not enter into this agreement without these liability limitations.

- **Indirect Damages:** In no event will TDXC (or its owners, directors, officers, employees, or agents) be liable to you or any third party for any indirect, incidental, consequential, special, punitive, or exemplary damages whatsoever arising out of or in connection with your use of, or inability to use, the Services. This exclusion includes, without limitation, damages for lost profits, lost revenues, lost business opportunities, loss of data, business interruption, or any other commercial or economic losses, even if we have been advised of the possibility of such damages. TDXC shall not be responsible for any compensation, reimbursement, or damages arising in connection with: your inability to use the Services as a result of any downtime or termination/suspension of Services (as long as such downtime or termination is in accordance with these Terms); the cost of procurement of substitute services; or any investments, expenditures, or commitments made by you in reliance on the continued availability of the Services.
- **Direct Damages Cap:** To the fullest extent permitted by law, **TDXC’s total cumulative liability for any claims, losses, or damages arising out of or related to these Terms or the Services, whether in contract, tort (including negligence), or under any other theory of liability, shall not exceed the total amount of fees actually paid by you to TDXC for the Services in the twelve (12) months immediately preceding the event giving rise to the liability**. If you have not paid any fees to TDXC (for example, if you are using a free trial or a free portion of the Services), TDXC’s total liability shall be zero (\$0). This limitation is cumulative and not per-incident; multiple claims will not expand the limit.



- **Exceptions:** Nothing in these Terms shall operate to limit or exclude any liability that cannot be limited or excluded under applicable law. For instance, certain jurisdictions do not allow the exclusion of liability for personal injury or death caused by negligence, or for gross negligence or willful misconduct. In such cases, TDXC's liability will be limited to the smallest extent possible under the applicable law. Additionally, the above limitations shall not affect any indemnification obligations or your payment obligations under these Terms.

You acknowledge and agree that the limitations of liability, disclaimers of warranty, and exclusive remedies specified in these Terms are agreed allocations of risk and form an essential part of the bargain between the parties, without which TDXC would not be able to offer the Services at the current prices.

## Indemnification

You agree to **indemnify, defend, and hold harmless TDXC Digital Solutions FZ-LLC**, its affiliates, and their respective officers, directors, employees, and agents (collectively, the "TDXC Parties"), from and against any and all third-party claims, liabilities, damages, losses, judgments, awards, costs, or expenses (including reasonable attorneys' fees) that arise out of or relate to:

1. **Your Breach:** Any breach by you (or anyone using your account) of these Terms, including any violation of the **Acceptable Use and Compliance** requirements or any representation or warranty you provide herein.
2. **Your Activities:** Your use of the Services, including any activities you or your employees/agents undertake on the platform, and any transactions or relationships you form as a result of information or contacts obtained through the Service. (For example, if you use the platform to connect with a third party and a dispute arises between you and that third party, you will handle and indemnify us for any claims against TDXC arising from that transaction.)
3. **Your Content and Data:** Any **Client Data** or materials you submit, post, or transmit through our platform, including claims that such data or content infringes the intellectual property, privacy, or other rights of any third party, or that it is inaccurate, illegal, or harmful.
4. **Violation of Law or Rights:** Your violation of any law, regulation, or rights of another (including intellectual property rights or privacy rights) in connection with your use of the Services. This includes any employment or agency-related claims if you allow individuals to use the platform under your account (for example, claims by your employees or contractors).

TDXC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you agree to cooperate with TDXC's defense of such claim and you may not settle any claim without TDXC's prior written consent (which will not be unreasonably withheld). Your indemnification obligations survive any termination of these Terms or your use of the Services.

## Governing Law and Jurisdiction

These Terms and Conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter, shall be **governed by and construed in accordance with the laws of the United Arab Emirates as applicable in the Emirate of Ras Al Khaimah**, without regard to its conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

**Jurisdiction:** You agree that any dispute arising out of or relating to these Terms or the use of the Services shall be subject to the **exclusive jurisdiction of the courts of Ras Al Khaimah, United Arab Emirates**. Both TDXC and you irrevocably consent to the personal jurisdiction of such courts and waive any objections (including objections based on inconvenience) to litigating in that venue.

If you are accessing the Services from outside the UAE, it is your responsibility to ensure that your use is lawful in your jurisdiction. We make no representations that the Services are appropriate or available for use in all locations. Those who access or use the Services from other jurisdictions do so at their own risk and are responsible for compliance with local law.

# Miscellaneous Provisions

- **Amendments:** Except for changes that we may make under the **Introduction** section above (regarding updates to these Terms), any amendment or modification to this agreement must be made in writing and signed by authorized representatives of both parties to be valid. We may revise these Terms as stated, but if you and TDXC have negotiated a separately signed contract, the terms of that contract will prevail to the extent they conflict with these online Terms (for example, an enterprise customer agreement).
- **Entire Agreement:** These Terms (along with any documents or policies incorporated by reference, such as our Privacy Policy and any applicable Service Order or subscription agreement) constitute the **entire agreement** between you and TDXC regarding the Services and supersede all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. You acknowledge that you are not relying on any statement or promise not explicitly set out in these Terms.
- **Severability:** If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect. The invalid provision will, if possible, be modified in a manner that most closely reflects the original intent of the parties consistent with applicable law.
- **No Waiver:** No failure or delay by TDXC in exercising any right, power, or remedy under these Terms shall operate as a waiver of that right, power, or remedy. Similarly, any waiver or consent given by TDXC on one occasion is effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. Our rights and remedies under these Terms are cumulative and not exclusive of any other rights or remedies provided by law.
- **Assignment:** You may not assign or transfer these Terms or any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent. Any attempt by you to assign these Terms without consent will be null. TDXC may assign or transfer these Terms freely to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- **Relationship of Parties:** Both you and TDXC are independent contractors, and nothing in these Terms is intended to create any partnership, joint venture, employment, or agency relationship between us. Neither party has authority to bind the other or incur obligations on the other's behalf without prior written consent.
- **Notices:** TDXC may send you notice by email to the address associated with your account, by postal mail to your account's contact address, or through a notice posted on your user dashboard or account area on the platform. You are responsible for ensuring we have your current email and physical address on file. Notices sent by email will be deemed received 24 hours after the email is sent, unless we receive a bounce-back indicating the address is invalid. Formal legal notices to TDXC should be sent to our registered address (provided in the Introduction of these Terms) with a copy emailed to [legal@tdxc-official.com](mailto:legal@tdxc-official.com).
- **Force Majeure:** TDXC will not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure arises from any cause or condition beyond our reasonable control, including but not limited to acts of God, natural disasters, pandemic, war, terrorism, government actions, labor conditions, power or internet disturbances, or other force majeure events. In such event, we will use reasonable efforts to resume performance as soon as practicable.

## Anti-Money Laundering (AML) Commitment

TDXC Digital Solutions FZ-LLC complies with international standards to prevent money laundering and terrorism financing. While TDXC is not a licensed MSB, we implement reasonable due diligence practices including KYC verification for clients, transaction monitoring, and cooperation with authorities in case of any suspicious activities. We reserve the right to reject, suspend, or terminate any client account involved in unlawful or suspicious transactions.

By using TDXC's Services, you acknowledge that you have read and understood these Terms and agree to be bound by them. **If you have any questions or need further clarification regarding these Terms and Conditions, please contact us at [legal@tdxc-official.com](mailto:legal@tdxc-official.com) before proceeding.**

Thank you for choosing TDXC Digital Solutions FZ-LLC. We are committed to supporting your business with our platform and services, and we appreciate your trust. Please ensure you comply with these Terms to maintain a positive and lawful working relationship. Welcome to TDXC!