

Rules, Regulations, and Conditions of Membership

January 2026

These Rules, Regulations, and Conditions of Membership ("Rules") are included and incorporated in the Membership Agreement (which is referred to, collectively with these Rules, as the "Entire Agreement"). All capitalized terms used in this document have the same meaning in this document as in the Membership Agreement, unless expressly defined otherwise in this document.

1. Terms of Membership.

- a. Classes. Members are divided into various classes (individually, a "Class") with associated rights, benefits, and privileges. TDC will assign Member to a Class. Classes are as follows: Suppliers, Brokers, Distributors, Retailers, Affiliates, and Partners.
- b. Good Standing. To be considered a Member in good standing, a Member must timely pay the membership fees and other applicable costs as set out in Section 13, comply with all rules and regulations noted in the Entire Agreement, actively participate, conduct themselves ethically on the Platform, and fulfill duties and responsibilities.

2. Information. TDC will handle and manage the Information within the Platform, including receiving, processing, maintaining, updating, standardizing, and distributing the Information. Members are granted access to the Platform and certain Information based on their Class. "Information" consists of Supplied Data, Label Data, Derived Data, and Third-Party Data, as defined below:

- a. Supplied Data. Member may provide TDC with images, product information, and data ("Supplied Data"). Member consents to TDC's use of Supplied Data, including sharing it with other members and creating Derived Data. Supplied Data and any associated trademarks, logos, and copyrighted material remain the property of Member. TDC may edit, curate, standardize, or reject Supplied Data at its discretion.
- b. Label Data. TDC may compile and process images, product data, and other content from product packaging, imaging, labels, or other sources ("Label Data"). Member consents to TDC's use of Label Data, including sharing it with other members and creating Derived Data. Trademarks, logos, and copyrighted material in product images remain the property of Member. Supplied Data and Label Data may be combined with other data.
- c. Derived Data. TDC may generate enriched product content or materials ("Derived Data") from Supplied Data, Label Data, Third-Party Data, other data provided by Member or third parties, or publicly available information. Derived Data will include, without limitation: (a) hierarchical classifications of department, category, subcategory, and product type ("SPI Hierarchy"); and (b) enriched product attributes including diet and lifestyle, product features, nutrition, and sustainability ("SPI Attributes"). SPI Hierarchy and SPI Attributes are together "Product Intelligence". Derived Data shall not be considered Supplied Data, Label Data, or confidential information of Member.
- d. Third-Party Data. TDC may occasionally include Third-Party Data in the Platform. If applicable, TDC will identify this data when granting Member access.

Member and its authorized users agree that the Entire Agreement governs access to the Platform and use of the Information. Access will be granted as long as Member remains in good standing.

3. Access Based on Class. Members are granted access to specific Information based on their Class unless otherwise agreed by TDC:

- a. Supplier. Supplier members have access to Information related to their products.
- b. Broker. Broker members can access Information related to products shared by or made public by their product owner partners.
- c. Distributor. Distributor members can access (i) Information related to products shared by or made public by members, and (ii) identification information about any party identified as a partner by a Supplier member.
- d. Retailer. Retailer members can access (i) Information related to products shared by or made public by members, and (ii) identification information about any party identified as a partner by a Supplier member. Information regarding a Retailer member's private label products will only be shared with other members with the Retailer member's approval.
- e. Affiliate. Affiliate members are granted access to Information that TDC has granted another member of any class (i) access to and (ii) has specifically requested TDC provide to the Affiliate member.
- f. Partner. Partner members receive access to Information according to the terms of a separate written agreement signed by TDC and the Partner member.

4. Licenses.
 - a. Subject to the terms and conditions of the Entire Agreement, TDC grants Member a limited, non-exclusive, non-transferable license to use the Information during the term of their Membership solely for the Permitted Uses.
 - b. By entering Supplied Data and Label Data into the Platform or otherwise making the Supplied Data and Label Data available to TDC, Member grants TDC and its affiliates a non-exclusive, perpetual, transferrable, sublicensable (through multiple levels), irrevocable, royalty-free, fully paid-up, worldwide right and license to use, reproduce, display, sell, distribute, adapt, modify, create derivative works from, and otherwise exploit the Supplied Data and Label Data. Derived Data may be commercialized without obligation to or attribution of Member.
5. Permitted Uses. TDC permits Members to use Information as follows, subject to the Entire Agreement (the “Permitted Uses”):
 - a. Supplier Members. Supplier members may use Supplied Data, Label Data, and Derived Data for (i) digital programs and technologies; (ii) providing Information on mobile apps, digital apps, and websites; (iii) research and development; (iv) meeting legal and regulatory obligations; (v) health and wellness platforms; (vi) integration within their IT systems or cloud-based IT systems (provided these systems maintain the same security level as those containing the member’s confidential information), and (vii) other similar uses provided that no such use is in bulk or any other form that could allow a third party to recreate of the Supplied and Label Data or any portion thereof.
 - b. Distributor, Broker, and Retailer Members. Distributor, Broker, and Retailer members may use the Supplied Data, Label Data, or Derived Data (if applicable) for advertising, merchandising, e-commerce, supply chain management, and promoting or displaying their partner Supplier members and their products. Examples include flyers, coupons, shelf management applications, planogramming, digital shopping experiences, e-commerce, or sell sheets.
 - c. Affiliate and Partner Members. Affiliate and Partner members may use the Information as expressly authorized by TDC in writing.
 - d. Other Activities. Members may use the Information for any other use expressly authorized by TDC in writing.
 - e. Third-Party Data. If applicable, Permitted Uses for Third-Party Data will be identified upon access to the Platform.
6. Sharing. TDC permits Members to share Information as follows, subject to the Entire Agreement:
 - a. Supplier Members. Supplier members may publicly share Information for their products, provided that the Information does not contain any Third-Party Data.
 - i. Supplier members may share non-material portions or selections of the Information with non-members in the ordinary course of business as long as the sharing does not provide the non-member with material Membership benefits or allow another member access to Information beyond their Membership terms.
 - ii. Supplier members may share material portions of the Information with a non-member if TDC gives specific written authorization, which may include conditions and limitations. TDC can revoke this authorization at its discretion.
 - b. Broker Members. With the applicable Supplier member’s permission, Broker Members may use and share Information in the same ways Supplier members are permitted to do so.
 - c. Distributor Members. Distributor members may share the Information (i) with Retailer members in the ordinary course of business, and (ii) as expressly authorized by TDC in writing.
 - i. Distributor members may share non-material portions or selections of the Information with non-members in the ordinary course of business as long as the sharing does not provide the non-member with material Membership benefits or allow another member access to Information beyond their Membership terms.
 - ii. Distributor members may share material portions of the Information with a non-member if TDC gives specific written authorization, which may include conditions and limitations. TDC can revoke this authorization at its discretion.
 - d. Retailer, Affiliate, and Partner Members. These members may share Information only as expressly authorized by TDC in writing.
7. Restrictions On Use. Member is restricted from, and will not allow any third party to:
 - a. License, sell, transfer, deliver, share, or grant access to the Platform or Information, except as permitted by these Rules or authorized by TDC.
 - b. Alter or remove Information, images, disclaimers, data, notices, or trademark designations within the Platform.
 - c. Integrate Information, images, or data into external systems without TDC’s written consent, which may involve the third party becoming an Affiliate member. However, this restriction does not apply to Supplier members.
 - d. Use the Information or Platform in violation of any law, rule, or regulation.

- e. Reverse engineer, disassemble, decompile, or attempt to determine the methodologies or algorithms of the Information or Platform.
- f. Integrate Information, images, logos, disclaimers, data, or content from the Platform into any commercial image or data library service without TDC's prior written consent.
- g. Make Information or the Platform available to TDC's competitors.
- h. Use Product Intelligence in conjunction with or in connection with any data from any source other than TDC, such as, for example, arranging such data according to the SPI Hierarchy or applying SPI Attributes to any such data.
- i. Normalize, align, map, or translate any data not originating from the Platform to Product Intelligence, or any similar taxonomy, whether manually, programmatically, or using artificial intelligence.
- j. Engage in automated scraping, bulk retrieval, systematic downloading, data harvesting, or any similar activity designed to extract Information from the Platform outside of the methods expressly approved by TDC in writing.
- k. Use bots, crawlers, scripts, macros, artificial intelligence or machine learning agents, or other automated tools to access, copy, store, or reconstruct any portion of the Platform or the Information. Any attempt to evade, bypass, or disable Platform access controls or usage limits constitutes an immediate breach of the Entire Agreement.

8. Access to Platform.

- a. TDC may allow Member to designate an "Administrator" with an Administrator account on the Platform. Member must ensure the Administrator complies with the Entire Agreement and report any misuse promptly.
 - i. The Administrator will represent the Member in all communications with TDC and is authorized to make changes to the Entire Agreement on the Platform, including modifying or adding products or services. The Member acknowledges the Administrator's full authority in these matters.
- b. Member may access the Platform by using access credentials provided by TDC. Each Member is entitled to up to ten (10) user accounts for employees (each, an "Authorized User") at no additional cost. Additional Authorized User accounts can be licensed for an additional annual fee.
 - i. Member must ensure employees keep access credentials confidential and is responsible for all use of these credentials, including unauthorized access, except where TDC's negligence is involved.
 - ii. Member must notify TDC promptly of any unauthorized access or use of the Platform.
 - iii. TDC may send text messages to Authorized Users for Platform-related notifications and updates. By providing their phone numbers, Authorized Users consent to receive these messages and can opt out by following the instructions in the messages or contacting TDC support at TDCTextOptOut@spins.com.
- c. Member will implement reasonable administrative, physical, and technical safeguards to protect access credentials and Information consistent with industry standards.

9. Platform.

- a. TDC may modify, suspend, or discontinue the Platform or any related services, with or without notice, and without liability to Member. TDC may modify or discontinue any feature or functionality at any time, and Member acknowledges that no functionality is guaranteed to remain available. TDC may provide updates, including enhancements, bug fixes, patches, and new features, which may alter or remove certain Platform functionalities. Member agrees that TDC is not obligated to provide any updates or maintain specific features, and all updates will be considered part of the Platform and subject to the Entire Agreement.
- b. The Platform may include or link to third-party content or services ("Third-Party Services"). TDC is not responsible for the accuracy, legality, or quality of Third-Party Services and has no liability for them. Member must comply with the terms of third-party agreements when using such services, accessing them at their own risk and subject to the third parties' terms and conditions.

10. Services. If specified on an Order Form, TDC will provide certain services ("Services") to or on behalf of Member. Member will provide TDC with timely feedback, direction, information, assistance, and required approvals needed for TDC to meet the obligations of the Services.

11. Ownership.

- a. Platform Ownership. TDC retains all rights, title, and interest in the Platform. Member's use of the Platform does not confer any ownership rights. No ownership, title, or interest in the Platform is transferred to the Member or any third party. The Member agrees not to assert any proprietary claims to the Platform against TDC or its licensees.

- b. Data Ownership. Members retain ownership of their Supplied Data and Label Data, subject to the license granted to TDC. However, TDC and its affiliates have the unlimited right to use and exclusively own all Derived Data, which is distinct from Supplied Data and Label Data.
- c. Work Product Ownership. All documents, materials, ideas, concepts, designs, know-how, processes, data, images, attributes, and other content provided or developed by TDC in the course of performing the Services will be and remain the property of TDC.
- d. Member Warranties. Member represents and warrants that they have the necessary rights to grant these licenses to TDC without infringing on any third-party rights, including intellectual property, privacy, publicity, or other proprietary rights.

12. Intellectual Property.

- a. Logo and Names. During the Membership term, Member is granted a limited license to use the Platform's logo and name in its marketing materials, including identifying itself as a Platform member. TDC is granted a limited license to use the Member's logo and name in its marketing materials, including identifying the Member as a Platform member.
- b. Trademarks. TDC and Member agree to use each other's trademarks in good faith, adhering to all applicable laws and good trademark practices. Either party may terminate the other's trademark license immediately if the other party breaches any terms and conditions outlined in these Rules or misuses the trademark, provided the breaching party has thirty (30) days to remedy the breach before termination of the trademark license.

13. Administration of Membership. TDC maintains two membership plans for Members: a "Legacy Plan" and the SPINS IX-ONE Content 360° plan ("Content 360° Plan"). TDC will make it clear to each Member which plan applies to their account. Certain Members will be moved to the Content 360° Plan either (i) at sign-up or (ii) at the time of membership renewal. If at renewal, TDC will notify the Member of its transition to the Content 360° Plan through the renewal communications sent prior to the applicable effective date. The transition will take effect on the date stated in those communications, and no additional consent from the Member is required. All amounts owed under the Legacy Plan prior to the effective date remain due and payable in full, and no refunds, credits, or prorations will be issued in connection with the transition. TDC may phase out the Legacy Plan at any time.

- a. Legacy Plan. Member will pay annual membership dues ("Membership Dues"), with the first payment due upon acceptance as a Member. Product captures are not included in Membership Dues. Member will pay per-capture fees at TDC's then-current rates.
 - i. Membership Dues may increase in a renewal term, but by no more than fifteen percent (15%) over the amount payable for the previous year.
 - ii. TDC retains discretion to accept, reject, or prioritize capture requests and may assess additional fees for requests that are excessive, duplicative, or outside standard capture practices.
 - iii. Products sent for capture without prior written notice or instructions may be captured at the highest available package level, with the Supplier member responsible for the associated costs.
 - iv. To remove items from the Platform subscription before renewal, Member must notify TDC at least 30 days in advance. Without such notice, the subscription will automatically renew for another year with all items included, and Member will be liable for the full annual cost.
- b. Content 360° Plan. Member will pay an annual membership fee ("Membership Fee") due either upon receipt of invoice or at sign-up and renewed annually thereafter unless terminated in accordance with Section 16. The Membership Fee will be tiered based on (i) the number of the Member's active SKUs and (ii) the Member's annual revenue, as determined by TDC or its affiliate's sole discretion. Using its internal systems and methodologies, TDC will review Member's SKU count annually based on the number of distinct items listed or maintained by Member as of the annual renewal date. TDC will adjust the Membership Fee tier accordingly for the following renewal term. Adjustments will be reflected in the yearly invoice.
 - i. Included Captures. The Membership Fee includes product captures ("Included Captures").
 - 1. Included Captures cover new product launches, reformulations, rebranding, and regulatory updates, provided that such requests are reasonable in scope and frequency as determined by TDC.
 - 2. TDC reserves the right not to capture or recapture products if the Member requests excessive or duplicative captures.
 - 3. If TDC determines that Member is abusing the capture process or submitting excessive or unnecessary capture requests, TDC may suspend further captures or charge additional fees at its then-current rates.

4. TDC reserves the right to adjust the Member's active SKUs list at renewal to account for capture requests that, in its discretion, (i) exceed a reasonable number of Included Captures, (ii) are duplicative of captures completed within the preceding few months, or (iii) are otherwise outside standard capture practices.
- ii. To remove products and/or SKUs from the Platform before renewal, Member must notify TDC at least thirty (30) days before the renewal date. Any products removed after this date will be counted toward SKU totals for the renewal term. Failure to remove items will be deemed an acceptance of the SKU totals.
- c. Services. Unless otherwise noted in writing by TDC, any additional Services provided are on a time and materials basis at TDC's then-current rates. Fees for Services quoted are good-faith estimates based on currently available information and are subject to change based on the circumstances. Changes to the scope of Services may result in additional fees or adjustments, which must be approved by both parties in writing.
- d. Payment.
 - i. If TDC does not receive the Membership Dues or Fee, or any other amounts due by the due date, TDC is entitled to charge interest on any past due amounts at the lesser of 1.5% per month or the maximum rate permitted by law.
 - ii. Member is responsible for payment of all sales, use, value-added, and similar taxes, and surcharges lawfully levied against or upon the services, excluding taxes based on TDC's net income or for which Member has provided a valid exemption certificate. The parties understand and agree that in the event of a change in law or regulation that is or is believed by any of the parties to modify the amount of taxes levied against the services, Member will remain responsible for payment of taxes regardless of inflation or deflation. Any payments by Member shall be without setoff, deduction, withholding, or counterclaim of any kind.
 - iii. TDC reserves the right to suspend Platform access or captures if any past due balance remains unpaid after written notice.

14. Conditions of Membership.

- a. Accuracy. Members are responsible for ensuring the accuracy of all Supplied Data, Label Data, product information, product labels, packaging, and catalog data.
 - i. Members must make best efforts to (i) update Supplied Data or Label Data on the Platform, (ii) provide TDC with necessary product updates, and (iii) participate in TDC's periodic reviews to maintain accurate product information. Members must also keep their product catalog current by notifying TDC of any additions, changes, or deletions.
 - ii. If a member does not comply with TDC's verification requests, TDC may suspend the sharing of that member's product information or content on the Platform until verification is completed.
 - iii. TDC shall not be responsible for any inaccuracies, errors, or deficiencies in the Services provided to the extent they result from Member's failure to provide accurate, complete, or up-to-date data.
- b. Submissions and Capture. TDC may notify members if their data is missing required fields or is outdated. Members must promptly provide the necessary products or data for capture and processing. TDC will send shipping authorization instructions. Member bears all shipping costs for products sent for capture.
 - i. Members must deliver regular products within twenty-one (21) days of TDC's notification and may deliver seasonal or special products with prior notice.
 - ii. Products sent for capture may be destroyed or donated after processing. TDC may destroy items earlier if required by safety or space considerations.
- c. General Update to Member Information. Member must promptly notify TDC of any changes to the corporate information provided during account creation or any other information supplied to TDC during the term of the Agreement. Failure to update such information may result in inaccurate SKU counts or fee tiering, for which Member remains responsible.

15. Suspension. TDC may suspend access to the Platform or the provision of Services if Member has not paid any owed amount when due. Member will not take any actions that unduly burden or interfere with the operation of the Platform. TDC will notify Member if Member is taking any such actions. If Member does not promptly remedy the interference or undue burden, then TDC may suspend Member's access to the Platform until TDC is assured that Member will not take any such actions.

16. Term; Termination.

- a. Access to the Platform begins once the application is accepted and account details are issued. Each Membership term ends one (1) year from the first day of the month after TDC accepts the Membership application. The term automatically renews for successive one (1) year terms at the then-current Membership Fee rate.

- b. Member may terminate Membership with thirty (30) days' written notice to TDC. All outstanding Membership Dues, Membership Fees, or other amounts due must be paid upon termination. No proration or refund is available for mid-term terminations. Member's notice of termination should be sent to TDCcancel@spins.com.
- c. TDC may terminate any Membership at its discretion. All outstanding Membership Dues, Membership Fees, or other amounts due must be paid upon termination. No proration or refund for Membership Dues, Membership Fees, or other amounts due is available for mid-term terminations. Member will be responsible for the costs of Services rendered and, unless termination was due to TDC's breach, will not receive a refund for Services costs paid in advance.
- d. Upon termination or non-renewal, access to the Platform and the Information, and the provision of Services shall terminate immediately. All remaining Services that have not been completed upon termination or expiration will be deemed canceled as of the effective date of such termination or non-renewal. Member may retain and use any pre-termination Information exported from the Platform, so long as Member's use of the Information remains subject to the terms and conditions of the Entire Agreement.
- e. TDC may suspend or terminate Member's access to the Platform or the Services immediately upon written notice if TDC determines, in its sole discretion, that Member or its authorized users have engaged in (i) any breach of the Entire Agreement, (ii) fraud, misrepresentation, or attempted deception, or (iii) any unlawful, unauthorized, or improper use of the Platform, Information, or Services. Member remains responsible for all amounts owed through the effective date of suspension or termination, and no refunds or prorations will be provided.

17. Privacy. Member has read, understood, and accepts the terms of TDC's Privacy Policy available [online](#). This policy governs the collection, use, and sharing of personal and non-personal information within the Platform.

18. Indemnity.

- a. Member agrees to indemnify, hold harmless, and defend TDC, its affiliates, employees, representatives, agents, officers, directors, partners, and licensors against loss, liability, cost, damages, and expense, including attorneys' fees, arising from (i) any actual or alleged breach the Entire Agreement by Member or its authorized users, (ii) Member's or its authorized users' use of the Platform or Services, (iii) a violation of any law or regulation, (iv) a violation of any rights of a third party, (v) the use, disclosure, or accuracy of any Supplied Data or Label Data, and (vi) the use or accuracy of any product information, data, or other information provided by Member to TDC.
- b. TDC will indemnify, defend, and hold harmless Member and its officers, directors, employees, and agents from any loss, liability, cost, damages, and expenses, including attorneys' fees, arising solely from third-party claims that the Platform or the Services infringe on third-party intellectual property rights. If the Platform or Services infringe or are alleged to infringe, TDC may, at its sole option, (i) obtain the right for Member to continue using the Platform or Services, (ii) modify the Platform or Services to avoid infringement while maintaining substantial similarity, or (iii) require Member to stop using the Platform, stop the provisions of Services, and refund a pro rata portion of fees paid. Member must promptly notify TDC of any such claim in writing, and TDC will control the defense.

19. Disclaimer of Warranties.

- a. TDC DISCLAIMS, ON ITS BEHALF AND BEHALF OF ITS AFFILIATES AND LICENSORS, SERVICE PROVIDERS, OR MEMBER SUPPLIERS, AND MEMBER WAIVES, ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, OR TIMELINESS OF DELIVERY. THE PLATFORM, INFORMATION, AND SERVICES ARE PROVIDED BY TDC ON AN "AS IS" AND "AS AVAILABLE" BASIS. TDC, ON ITS BEHALF AND BEHALF OF ITS LICENSORS, SERVICE PROVIDERS, OR MEMBER SUPPLIERS, DOES NOT WARRANT THAT THE PLATFORM, INFORMATION, OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
- b. THE PARTIES THEREFORE EXPRESSLY EXCLUDE ANY LIABILITY FOR INACCURACY, INCOMPLETENESS, OMISSION, OR OTHER ERROR IN THE PLATFORM, INFORMATION (INCLUDING WITHOUT LIMITATION AND FOR THE AVOIDANCE OF DOUBT, ANY INFORMATION PROVIDED BY TDC'S LICENSORS, SERVICE PROVIDERS, OR MEMBER SUPPLIERS), OR SERVICES OR ANY FAILURE OF THE PLATFORM, INFORMATION (INCLUDING, WITHOUT LIMITATION AND FOR THE AVOIDANCE OF DOUBT, ANY INFORMATION PROVIDED BY TDC'S LICENSORS, SERVICE PROVIDERS, OR MEMBER SUPPLIERS), OR SERVICES TO ACHIEVE ANY PARTICULAR RESULT.
- c. THE PARTIES AGREE THAT MEMBER'S SOLE REMEDY FOR ANY ERROR IS THE CORRECTION OF SUCH ERROR IN A REASONABLY PROMPT TIMEFRAME FOLLOWING NOTICE OF SUCH ERROR TO TDC BY MEMBER.

20. Limitation of Liability. TDC AND ANY OF TDC'S LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION

DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR THE LIKE) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TDC'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE ENTIRE AGREEMENT (INCLUDING WITHOUT LIMITATION, A FAILURE TO PROVIDE INFORMATION) EXCEED THE AMOUNTS PAID OR PAYABLE TO TDC BY MEMBER UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING SUCH CLAIM.

21. Feedback. TDC is always striving to improve the Platform and Services. In order to do so, TDC needs to measure, analyze, and aggregate how authorized users interact with the Platform and Services, such as usage patterns and characteristics of TDC's authorized user base. TDC collects and uses analytics data regarding the use of the Platform and Services. In addition, TDC has not agreed to and does not agree to treat as confidential any feedback, suggestions, or ideas for improving or otherwise modifying the Platform and Services ("Feedback") provided to TDC by Member or any of its authorized users, and nothing in these Rules or the parties' dealings arising out of or related to the Entire Agreement will restrict TDC's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Member or its authorized user(s).
22. General.
 - a. Authority. Each party represents and warrants that it has the requisite authority and power to execute, deliver, and fulfill its obligations under the Entire Agreement. The execution and performance of the Entire Agreement will not conflict with, violate, or result in a breach of any other agreement to which it is bound. If the individual executing the Entire Agreement identifies a brand or other entity as the "Member," that individual represents and warrants that they are acting as an authorized agent of the Member and have obtained all necessary rights and approvals to bind the Member to the Entire Agreement and to provide any Supplied Data or Label Data as permitted under these Rules. TDC may require evidence of such authority upon request. The Member will be responsible and liable for any breach of the Entire Agreement by its agents or representatives as if the Member itself committed such breach.
 - b. Entire Agreement. The Entire Agreement constitutes the entire agreement between Member and TDC concerning the subject matter therein. The Entire Agreement supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.
 - c. Governing Law. The Entire Agreement will be governed by and be construed and enforced in accordance with the laws of the state of Illinois, excluding principles of conflict of law. Any and all claims arising from this Agreement will be brought either in the state or federal courts located in Cook County, Illinois, and each party consents to the jurisdiction of such courts.
 - d. Waiver. The failure of TDC to enforce any right or provision of the Entire Agreement, or any related agreements, will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of TDC.
 - e. Severability. If any provision of the Entire Agreement or any related agreements is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be enforced to the maximum extent permissible to affect the intent of the parties, and the remaining provisions will continue in full force and effect. If such a provision cannot be enforced, it will be deemed severed from the Entire Agreement or any related agreements, and the remaining provisions will be enforced as if the invalid, illegal, or unenforceable provision had never been part of the Entire Agreement.
 - f. Statute of Limitations. The Member agrees that, notwithstanding any statute or law to the contrary, any claim or cause of action arising from or related to the Member's use of the Platform or any Information therein, or the provision of the Services, must be filed within one (1) year after the claim or cause of action arises, or it will be permanently barred.
 - g. United States Legal Compliance. The Platform can be accessed from locations around the world. TDC makes no representations that the Platform or the Information available through it are appropriate for use at other locations outside the United States. Access to the Platform from locations where the Platform or Information is illegal is prohibited. If Member accesses the Platform or Information from a location outside the United States, Member is responsible for compliance with all local and/or international laws.
 - h. Survival. The termination of the Membership will not release Member from any liabilities or obligations outlined in the Entire Agreement which by their nature would be intended to be applicable following any such expiration or termination, including but not limited to "Licenses", "Permitted Uses", "Sharing", "Restrictions on Use", "Ownership", "Intellectual Property", "Disclaimer on Warranties", and "Limitation on Liability".

- i. Force Majeure. TDC will not be liable for any loss, damage, or delay resulting from any cause beyond its reasonable control, including, without limitation: fire; flood; action or decree of civil or military authority; insurrection; an act of war; threatened or actual terrorism or bioterrorism; pandemic; or embargo.
- j. Notices. All notices hereunder must be (i) in writing and given to the other party by in-hand delivery, (ii) by first class mail, postage prepaid, by nationally recognized overnight courier to the mailing address either party may designate, (iii) sent via the Platform, or (iv) by email with receipt confirmed. Notices will be effective when received.
- k. Status of Parties. This Entire Agreement will not be construed as creating a joint venture, partnership, agency, or any other similar relationship between TDC and Member, and neither party will have any authority to bind or make commitments on behalf of the other.