Legal

General Terms and Conditions Overtoom AI

Version 1.1, effective 5 October 2026

Notice: These terms and conditions are available in Dutch and in English. In case of any conflict between the two versions, the Dutch version prevails.

These general terms and conditions are modular: Chapter A (General provisions) always applies; Chapters B to G apply to the services described in them; Chapter H contains the final provisions. In case of conflict, the most specific chapter prevails over Chapter A.

Chapter A. General provisions

Article A1. Definitions

Background IP: all Intellectual Property Rights and knowhow of Supplier that already existed before the Agreement or are developed independently of it, including frameworks, libraries, prompt templates, agent architectures, evaluation criteria, methodologies, scripts, configurations, code snippets and generic components.

AI System: a machine based system within the meaning of Article 3(1) of Regulation (EU) 2024/1689 (AI Act).

Source Code: the human readable form of Software written in a higher programming language, including comments and associated technical documentation.

Services: all work to be performed and deliverables to be provided by Supplier under the Agreement (including development of AI agents and Software, consultancy, WhatsApp/messaging development, SaaS/hosting and secondment).

Intellectual Property Rights: all intellectual property rights and related rights, including copyrights, database rights, neighbouring rights, trademark rights, patent rights, design rights, trade name rights, domain name rights and rights to knowhow and trade secrets.

Client Data: all data (including personal data) and content that Client, or third parties on behalf of Client, makes available to Supplier in the context of the Agreement or processes through a Service.

Client Specific Output: the results of the Services created specifically for Client under the Agreement, including custom Software, specifically trained prompts and agent instructions, configurations, integrations and documentation, with the exception of Background IP.

Supplier: the sole proprietorship Overtoom AI, established in Amsterdam, Dutch Chamber of Commerce (KvK) number 94843473.

Materials: all reports, analyses, designs, documentation, presentations, prompts, instructions, evaluation sets, source code, object code, models, configurations and other (interim) results drawn up, developed or made available by Supplier in the context of the Agreement.

Client: the legal entity or natural person acting in the course of a profession or business who enters into, or intends to enter into, an Agreement with Supplier. These terms are intended exclusively for B2B relationships.

Agreement: the written agreement between Supplier and Client, all annexes to it, and these general terms and conditions.

Party(ies): Supplier and Client individually and jointly, respectively.

In Writing: recorded on paper as well as by email or through another electronic communication channel agreed in writing between the Parties, provided it is sent to or from a known and undisputed email address or account.

Software: all software, AI agents, scripts, integrations, configurations, apps and associated databases and user documentation made available or developed by or through Supplier.

Data Processing Agreement: the data processing agreement concluded between the Parties within the meaning of Article 28(3) GDPR, or the Data Pro Statement or a comparable annex.

Working Days: Monday to Friday, excluding generally recognised public holidays in the Netherlands, between 09:00 and 17:30 Dutch time.

Article A2. Applicability and hierarchy

2.1 These terms apply to all offers, quotations, Agreements and (legal) acts between the Parties.

2.2 Supplier has provided these terms to Client before or at the conclusion of the Agreement, or has made them available electronically in a manner that complies with Article 6:234 of the Dutch Civil Code (BW).

2.3 The applicability of any purchasing or other general terms and conditions of Client is expressly rejected.

2.4 Deviations and additions apply only if accepted in writing by Supplier.

2.5 In case of conflict, the order of precedence set out in the introduction applies; between chapters, the most specific chapter prevails over Chapter A.

2.6 Third party products or services used by Supplier (such as AI models of OpenAI/Anthropic, the WhatsApp Business Solution of Meta, AFAS modules or hosting services) are additionally subject to the terms of those third parties, which set aside any deviating provisions in these terms, provided Supplier has reasonably notified Client of them.

2.7 If any provision is void or is annulled, the remaining provisions remain in full force; the Parties will then consult on a replacement provision with, as far as possible, the same purport.

Article A3. Quotations and formation

3.1 Quotations and offers are without obligation and may be revoked until written acceptance. If no term is stated, a quotation lapses 30 days after its date.

3.2 An Agreement is formed when Supplier accepts the assignment in writing or actually starts performance.

3.3 Client guarantees the accuracy and completeness of the information provided. Obvious mistakes, typing errors and calculation errors do not bind Supplier.

3.4 In case of phased performance, Supplier may suspend each subsequent phase until Client has approved the preceding phase in writing or paid for it.

3.5 A budget mentioned by Client binds Supplier only if it has been agreed in writing as a fixed price.

Article A4. Performance of the Services

4.1 All Services are performed on a best efforts basis, unless the Agreement expressly and with sufficient specificity promises a result.

4.2 Supplier is entitled to use the services of third parties in the performance (including freelance developers and providers of AI models and hosting) and to have the performance carried out in whole or in part by those third parties. Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code (BW) are expressly excluded.

4.3 Supplier is not obliged to follow instructions that deviate from the content or scope of the Agreement; if Supplier nevertheless follows such instructions, the resulting work is paid at the applicable rates and any agreed deadlines are suspended.

4.4 Stated or agreed (delivery) deadlines are always target dates and not strict deadlines. Default only occurs after a written notice of default granting a reasonable remedy period of at least 14 days.

Article A5. Client's duty to cooperate

5.1 Client provides free of charge all cooperation reasonably required, including timely and correct delivery of data, accounts, API tokens, access to systems, content, processes, decisions and feedback.

5.2 Client appoints a contact person with sufficient decision making authority and subject matter knowledge; any change is reported in writing without delay.

5.3 Client guarantees the accuracy, completeness, quality, lawfulness and reliability of Client Data, as well as the lawfulness of its use (including the existence of a valid legal basis under the GDPR and appropriate licences).

5.4 If cooperation is not provided, not provided on time or not provided properly, Supplier is entitled to suspend performance and to charge the resulting additional costs and waiting hours at the applicable rates, without prejudice to compensation of damages.

5.5 Client is responsible for managing access rights, accounts, certificates and passwords in its own systems and for their adequate security.

Article A6. Changes and additional work

6.1 Changes or additions to the agreed Services must be submitted in writing. Supplier is not obliged to honour a request and may require a separate change request.

6.2 If additional work affects planning, price or other conditions, Supplier informs Client in writing in advance. Performance starts after written acceptance, unless the additional work reasonably needs to be carried out immediately.

6.3 The absence of a written order for additional work does not affect the right to payment for work performed on instruction or with (implied) consent.

6.4 Additional work is never a ground for Client to terminate or rescind.

Article A7. Acceptance and delivery

7.1 If no acceptance test has been agreed, the performance is deemed accepted upon delivery or, if earlier, upon first productive use.

7.2 If an acceptance test has been agreed, the acceptance period is 14 days after delivery (for extensive projects at most 28 days), tested against objectively measurable specifications/criteria agreed in writing in advance.

7.3 Acceptance may not be withheld on the basis of: (i) subjective aspects (aesthetics, taste); (ii) minor errors that do not materially prevent productive use; (iii) wishes that were not part of the specifications.

7.4 If no written and substantiated response is given within the acceptance period, or if productive use takes place within that period, the performance is deemed accepted by operation of law (deemed acceptance).

7.5 For reported errors, Supplier will use its best efforts to remedy them within a reasonable period. After redelivery, an additional acceptance period of 7 days applies, limited to the errors previously reported.

7.6 In iterative/agile work, Article B5 applies and 7.2 to 7.5 do not apply; delivery takes place “as is” at the end of each sprint.

Article A8. Prices and payment

8.1 Prices are in euros and exclusive of VAT, levies, travel, accommodation, shipping and administration costs. Travel time is charged at 50% of the hourly rate. Travel by own car is reimbursed in accordance with the tax free mileage allowance applicable at the time of performance (€ 0.23 per kilometre as of 1 January 2026, automatically

adjusted if the statutory amount is increased); public transport (2nd class) is reimbursed at actual cost.

8.2 Unless otherwise agreed, a payment term of 14 days applies. SaaS and hosting fees are invoiced in advance per calendar month or calendar year. Usage based costs of model providers (such as tokens) are charged monthly in arrears at cost plus a markup percentage set out in the Agreement. The costs of messaging through the WhatsApp Business Platform are currently invoiced by Meta directly to Client, through a payment method that Client sets up in its own Meta Business account. Supplier does not invoice these costs and does not apply a markup to them, unless otherwise agreed in writing.

8.3 In case of late payment, Client owes, without notice of default, the statutory commercial interest under Article 6:119a of the Dutch Civil Code (BW), as well as extrajudicial collection costs in accordance with the Dutch Collection Costs Act (Wet Incassokosten, WIK) and the Decree on compensation for extrajudicial collection costs (minimum € 75). All reasonable judicial and extrajudicial costs are borne by Client.

8.4 After written notice with a reasonable period of at least 7 days, Supplier is entitled to suspend its performance in case of late payment, without thereby becoming liable.

8.5 Suspension or set off by Client is excluded.

8.6 Supplier is entitled to adjust rates and periodic fees annually on 1 January based on the most recently published CBS Services Price Index for Commercial Services (Dienstenprijsindex Commerciële Dienstverlening), section J (Information and communication), measured over the preceding calendar year. Such indexation does not give Client a right of termination.

8.7 Apart from indexation, Supplier may adjust rates under continuing performance agreements with a notice period of at least 3 months. Only if the adjustment exceeds the indexation under paragraph 6 by more than 10 percentage points is Client entitled to terminate in writing within 30 days of notification, effective on the date the change takes effect.

Article A9. Liability

9.1 Supplier's total liability for attributable failure, tort, breach of warranty or indemnity, or on any other legal basis, is expressly limited to compensation of direct damage.

9.2 Liability for direct damage is limited per event (a series of related events counting as one event) and in total per calendar year to the amount actually paid by Client to Supplier under the relevant Agreement (excluding VAT) in the three (3) calendar

months immediately preceding the event causing the damage. For Agreements shorter than three months, the fee actually paid applies.

9.3 Direct damage means exclusively: (a) reasonable costs of establishing the cause and extent of the damage; (b) reasonable costs of preventing or limiting direct damage; (c) reasonable costs incurred to make the defective performance conform to the Agreement (substitute damages).

9.4 Indirect damage and consequential damage are fully excluded. This includes in any event: lost profit, lost revenue, lost savings, reduced goodwill, reputational damage, damage from business interruption, damage from loss of customers, costs of substitute personnel, immaterial damage, damage resulting from claims by Client's customers, damage from loss, damage or corruption of Client Data or documents, and damage resulting from errors or hallucinations in AI output.

9.5 The limitations in this article do not apply to damage that is the direct result of intent or deliberate recklessness of Supplier's management. Liability for intent or deliberate recklessness of auxiliary persons engaged (such as freelance developers) is excluded to the extent permitted by mandatory law.

9.6 Supplier is expressly not liable for damage that results in whole or in part from:

a. instructions, decisions or input of Client, or failure to follow advice (in time);
b. Client Data or materials, models or integrations supplied by Client;
c. changes made by Client or third parties to the Software, configurations or agents;
d. corruption, destruction or loss of Client Data, except in case of gross negligence in performing expressly agreed backup obligations;
e. outages, downtime, price changes, account suspensions, policy changes or termination of third party services, including OpenAI, Anthropic, Meta/WhatsApp, AFAS, hosting providers and other API suppliers;
f. incorrect, incomplete, biased, outdated or otherwise unsuitable output of AI systems (including “hallucinations”): these are inherent to the current state of the art of generative AI and are not regarded as a breach of contract.

9.7 A condition for any right to compensation is that Client reports the damage in writing and in detail as soon as possible, and at the latest within 30 days of discovery, and gives Supplier a reasonable opportunity to remedy it.

9.8 Any legal claim for compensation lapses by the mere passage of twelve (12) months after the moment Client became aware, or could reasonably have been aware, of the damage and the liable party, and in any event twenty four (24) months after the event causing the damage or, for development projects, after delivery.

9.9 The exclusions and limitations also apply for the benefit of all (legal) persons engaged by Supplier, including freelancers and suppliers.

9.10 Client indemnifies Supplier against all third party claims (including customers/end users, data subjects under the GDPR and supervisory authorities) relating to (a) Client Data, (b) Client's use of the Services or Client Specific Output, and (c) Client's failure to comply with applicable laws and regulations (including the GDPR, the AI Act and the WhatsApp Business Messaging Policy).

Article A10. Intellectual property

10.1 All Intellectual Property Rights in Background IP, Software, AI agents, prompts, agent instructions, evaluation sets, methodologies, frameworks and Materials are vested exclusively in Supplier or its licensors/suppliers. Nothing in the Agreement implies a transfer, other than as expressly agreed in writing.

10.2 All Intellectual Property Rights in the Client Specific Output are vested in Supplier. Client obtains a nonexclusive, nontransferable, nonsublicensable, worldwide and, after full payment, perpetual right to use the Client Specific Output (including the Source Code supplied with it, see 10.4), exclusively for the internal business operations of Client and its group companies (Article 2:24b of the Dutch Civil Code (BW)).

10.3 The right of use does not extend to the Background IP. To the extent the Client Specific Output contains or depends on Background IP, Supplier grants a right of use in it under the same conditions, limited to the use necessary to operate the Client Specific Output. The Background IP is not transferred as such and is not provided in Source Code form.

10.4 Contrary to market practice (cf. Article 34.2 NLdigital Terms 2020), Supplier supplies the Source Code of the Client Specific Output upon delivery, provided all fees have been paid in full. This expressly does not apply to Source Code of Background IP, reusable components or generic libraries.

10.5 Noncompetition / noncompete. Client is not entitled, in whole or in part, directly or indirectly: (a) to sell, rent out, license or otherwise make available to third parties the Client Specific Output, Background IP, prompts, agent instructions, configurations or Materials; (b) to use them for products or services that compete with those of Supplier; (c) to use them as training material or input for training, fine tuning or evaluating third party AI models, other than within the original production environment. This prohibition applies during the Agreement and for 24 months thereafter. In case of breach, Client forfeits, without notice of default, an immediately payable penalty of € 25,000 per breach, plus € 1,000 per day, up to a maximum of € 100,000 per breach,

without prejudice to specific performance and/or full compensation of damages. To the extent legally possible, the Parties expressly waive judicial mitigation under Article 6:94 of the Dutch Civil Code (BW); they declare that they have expressly weighed the amount of the penalty against the nature of the interests to be protected and accept it as reasonable.

10.6 Indemnity for third party IP rights (mutual). Supplier indemnifies Client against third party claims based on direct infringement of that third party's IP rights in the Netherlands by Client Specific Output developed by Supplier itself, provided Client informs Supplier in writing without delay and leaves the handling entirely to Supplier. The indemnity lapses in case of (i) materials/instructions supplied by Client; (ii) changes made by Client; (iii) use in combination with third party software/services. This indemnity falls under the liability cap of Article A9. Conversely, Client indemnifies Supplier against claims concerning data, content or trademark rights supplied by Client.

10.7 Client Data and no training. Client Data remains at all times the property of Client or the original rightholder. Supplier will not use Client Data for training, fine tuning or evaluating its own or generic AI models without prior express written consent. Subprocessors likewise do not process Client Data for training or improving AI models, in accordance with the policy of the relevant provider in force at that time (in particular OpenAI's “How your data is used to improve model performance” policy and Anthropic's Commercial Terms of Service, section B). Supplier will not enable features that override this default (such as an explicit opt in to share data), except with prior express written consent.

10.8 Open source. If open source components are included in the Client Specific Output, Supplier provides on request an overview (bill of materials) and the applicable licences. Such components are subject to their own licence terms.

10.9 Moral rights. Supplier (as well as engaged freelancers, where relevant under Article 25 of the Dutch Copyright Act (Auteurswet)) waives, to the extent legally possible, its moral rights in the Client Specific Output, with the exception of the right of attribution, which Supplier will not invoke if Client does not wish so.

10.10 Warranty regarding staff and freelancers. Supplier warrants that all persons engaged (including freelance developers) have validly transferred or licensed their rights in the Client Specific Output to Supplier, so that Supplier can grant the rights of use referred to in this article.

10.11 Feedback. Supplier may use comments, suggestions or improvement ideas from Client without limitation, royalty free and irrevocably to improve its products and services.

10.12 Right of reference. Supplier may use Client's name, logo and a factual description of the project in its portfolio, on its website and in commercial communications. Supplier ceases this use upon first written request.

Article A11. Confidentiality

11.1 The Parties undertake to keep confidential all confidential information, including technical, commercial, financial, customer, pricing, source code, prompt and strategic information.

11.2 Exceptions: information that (a) was already public; (b) became public through no act of the receiving party; (c) was developed independently and without use of the confidential information; (d) was lawfully obtained from a third party not bound by confidentiality; or (e) must be disclosed under a court order, statutory provision or government order.

11.3 The confidentiality obligation applies for three (3) years after the end of the Agreement. For trade secrets within the meaning of the Dutch Trade Secrets Act (Wet bescherming bedrijfsgeheimen) it applies for as long as the information remains secret.

11.4 After termination, each Party returns or destroys all confidential information of the other Party upon first request; backups and archival copies made as part of regular business processes or statutory retention obligations may be retained, provided they are kept confidential.

11.5 Supplier ensures that engaged freelancers and auxiliary persons are bound in writing to a confidentiality obligation of similar scope.

Article A12. Privacy and data protection

12.1 If Supplier processes personal data on behalf of Client, Client is the controller and Supplier the processor (GDPR). In that case the Parties conclude a Data Processing Agreement.

12.2 In the absence of a separate Data Processing Agreement, the provisions of this article serve as the data processing agreement within the meaning of Article 28(3) GDPR. Supplier processes personal data exclusively on the basis of Client's written instructions and not for its own purposes.

12.3 Supplier takes appropriate technical and organisational measures, taking into account the state of the art, the costs and the nature of the processing. A description

is included in the Data Pro Statement or a comparable annex.

12.4 Client agrees that Supplier engages subprocessors, including in any event hosting providers, AI model providers such as OpenAI and Anthropic, Meta Platforms Ireland Ltd for the WhatsApp Business Solution, and any freelance developers engaged. A current overview is provided on request. Intended changes are notified in writing; Client may object on reasonable grounds within 14 days.

12.5 For transfers to countries outside the EEA, appropriate safeguards are put in place to the extent the GDPR requires this (EU SCCs, Decision (EU) 2021/914), where necessary supplemented with technical measures following a Transfer Impact Assessment.

12.6 In case of a personal data breach, Supplier informs Client without undue delay and in any event well within the 72 hour period of Article 33 GDPR, where possible within 48 hours of discovery, for the purpose of the notification obligation under Article 33 GDPR. Assessment and notification to the supervisory authority and/or data subjects remain Client's responsibility.

12.7 Client has the right, at most once every 12 months, at its own expense and with a reasonable notice period of at least 30 days, to have an audit carried out by a qualified, independent third party bound by a confidentiality obligation. Supplier may instead provide a current audit report (Third Party Memorandum, Data Pro Certificate or comparable).

12.8 Client indemnifies Supplier against administrative fines imposed by a supervisory authority, to the extent these are not directly and exclusively attributable to a serious attributable failure of Supplier itself.

Article A13. Term, notice and termination

13.1 The Agreement is entered into for the period agreed in it; failing that, continuing performance agreements have an initial term of twelve (12) months.

13.2 For SaaS and hosting services, the rules of Chapter C apply.

13.3 An Agreement for a specific project ends upon completion. Early termination by Client is excluded, except under paragraph 13.5.

13.4 Notice of termination is given in writing (addressed to Supplier's known email address).

13.5 Either Party may rescind the Agreement in writing, in whole or in part and without judicial intervention, in case of an attributable failure to perform a material obligation,

after a written notice of default granting a reasonable remedy period of at least 30 days. Payment and cooperation obligations are in any event regarded as material.

13.6 Immediate termination without notice of default is possible in case of: suspension of payments, bankruptcy, WHOA/WSNP proceedings (Dutch restructuring or debt rescheduling), cessation or liquidation of the business other than as part of a reorganisation, a material change of control of Client, or death or permanent incapacity for work of the owner of the sole proprietorship Supplier.

13.7 Termination does not affect obligations that by their nature continue (IP, confidentiality, liability, indemnity, disputes, applicable law).

13.8 Upon termination, Supplier cooperates on first request and against a reasonable fee (at the hourly rate) in an orderly export of Client Data in a common, machine readable format. The right to data export lapses 60 days after termination, after which Supplier may permanently delete Client Data.

13.9 Fees already paid are not refunded, except in case of undue payment.

Article A14. Force majeure

14.1 No Party is obliged to perform in case of force majeure.

14.2 Force majeure on the part of Supplier includes: force majeure of suppliers, unavailability or material disruptions of cloud/hosting providers (such as AWS, Google Cloud, Microsoft Azure), outages, capacity restrictions or policy changes of AI model providers (OpenAI, Anthropic) and messaging platforms (Meta/WhatsApp), cyber incidents (ransomware, DDoS) at Supplier or its suppliers, power, network or telecom failures, government measures, epidemics/pandemics, war and terrorism, and incapacity for work of the owner of the sole proprietorship Supplier.

14.3 If a force majeure situation lasts longer than sixty (60) consecutive days, either Party may rescind in writing, without any obligation to pay damages. Performance already delivered is settled pro rata.

Chapter B. Software and AI agent development

Article B1. Specifications

1.1 Development takes place on the basis of a functional and/or technical design agreed in writing or, in iterative development, a product backlog and sprint goals.

Client agrees in writing before the start.

1.2 Requirements that are not included in writing in the design or in an approved change request are out of scope.

Article B2. Acceptance procedure

2.1 Acceptance takes place in accordance with Article A7.

2.2 For AI agents, acceptance is tested exclusively against objective evaluation criteria agreed in advance (pass rates on a test set, intent recognition, response times, policy compliance). The inherent variability of generative AI output cannot be a ground for nonacceptance.

Article B3. Warranty

3.1 For thirty (30) days after acceptance (the “warranty period”), Supplier remedies free of charge reproducible errors in the Client Specific Output that deviate from the agreed specifications, provided they are reported in writing and in detail within that period.

3.2 No warranty for: (a) errors caused by improper use, changes by Client or third parties, or failure to follow instructions; (b) deviations that do not materially prevent productive use; (c) errors in AI output, hallucinations or substantive inaccuracies; (d) changes in underlying third party APIs or models.

3.3 Maintenance and support after the warranty period only under a separate SLA or maintenance agreement.

Article B4. Source Code

4.1 In accordance with Article A10.4, the Source Code of the Client Specific Output is supplied upon delivery. No escrow arrangement applies to Source Code of Background IP, unless agreed in writing.

Article B5. Iterative / agile development

5.1 In iterative work, Client accepts that: (a) no complete specifications exist at the start; (b) scope may be adjusted per sprint in consultation; (c) delivered increments are accepted “as is, where is”; (d) Supplier is not obliged to perform remedial work outside a sprint without a separate assignment.

5.2 Client ensures active and expert input (product owner, end users) and prompt decision making. Delay caused by pending decisions is for Client's account.

Chapter C. SaaS and continuous hosting of AI agents

Article C1. SaaS service

1.1 Supplier makes the SaaS service available remotely via the internet. Client obtains a nonexclusive, nontransferable and nonsublicensable right of use exclusively for its own internal business operations.

1.2 Supplier may modify the content, design, technology and underlying models, provided the agreed core functionality is not substantially reduced. Substantial changes are announced at least 30 days in advance.

Article C2. Term, renewal and termination

2.1 The Agreement is entered into in one of the following contract forms:

a. **Monthly contract:** continuous, terminable monthly with a notice period of one (1) month effective at the end of a calendar month;
b. **Annual contract:** initial term of twelve (12) months, tacitly renewed for an indefinite period if not terminated in time. After the initial term, the Agreement is terminable monthly with a notice period of one (1) month effective at the end of a calendar month.

2.2 The Parties expressly confirm that they are both businesses and that the Dutch Van Dam Act (Wet Van Dam, Articles 6:236(j) and 6:237(k) of the Dutch Civil Code (BW)) does not apply directly. Client has had sufficient opportunity to assess the renewal and termination provisions; these are not unreasonably onerous and are expressly accepted.

2.3 Without prejudice to Article A13.6, early termination during a current initial annual period is not possible; if notice is nevertheless given, the fee for the entire remaining initial period remains due.

Article C3. Availability and maintenance

3.1 Supplier endeavours to achieve a monthly availability of 99.0%, measured per calendar month and excluding: (a) planned maintenance (as far as possible outside Working Days, announced at least 48 hours in advance); (b) unavailability of, or caused by, third party services used (AI models, WhatsApp Business API, hosting providers); (c) force majeure.

3.2 The availability target is a best efforts obligation. No service credits or financial compensation in case of a shortfall, unless provided in a separate SLA annex.

Article C4. Backup

4.1 Supplier makes a backup of Client Data at least once per Working Day, with a retention period of 14 days, unless otherwise agreed. Client remains ultimately responsible for its own backups of content it has entered and for compliance with statutory retention periods.

Article C5. Updates and upgrades

5.1 Supplier carries out updates and upgrades and informs Client in good time if adjustment of Client's own systems, integrations or processes is required.

Article C6. Fair use

6.1 In case of abnormal or disproportionate use (excessive token consumption, API calls or message volumes that place a disproportionate load on Supplier's infrastructure), Supplier is entitled, after a warning, to impose limits or to charge the additional costs this causes on Supplier's side.

Article C7. Migration and exit data

7.1 Upon termination, Article A13.8 applies. Supplier delivers Client Data in a common format (JSON, CSV or comparable), against payment of the hours involved. Conversion to specific third party systems or formats is not an obligation.

Chapter D. Consultancy and advice

Article D1. Nature of the work

1.1 Consultancy and advice are provided on a best efforts basis. No guarantee of a specific result, return, cost saving or commercial success.

1.2 Client is free to follow advice or not; Supplier is not liable for the consequences of that choice.

Article D2. Rate and hours

2.1 Work is performed at the hourly rate agreed in writing; failing that, at Supplier's standard rate. Work outside Working Days at 150%.

2.2 Travel time within the Netherlands in accordance with Article A8.1.

2.3 Monthly invoicing in arrears based on Supplier's time records; these constitute full proof unless proven otherwise.

Article D3. Liability for advice

3.1 Without prejudice to Article A9, liability for advice, AI impact analyses, ROI calculations, model selection advice and comparable deliverables is limited to the amount invoiced and paid (excluding VAT) for the relevant advisory engagement in the three months preceding the event causing the damage.

Chapter E. Secondment / interim

Article E1. Nature of the cooperation

1.1 No employment, temporary agency or payroll agreement is formed between Client and the person deployed. There is exclusively a contract for services (Article 7:400 of the Dutch Civil Code (BW)).

1.2 The person deployed works at their own discretion and is free in the manner of performance, subject to substantive alignment on objectives and deliverables. The Parties act in line with the Dutch Wet DBA (Deregulation of Assessment of Employment Relationships Act) and the Deliveroo criteria (Dutch Supreme Court 24 March 2023, ECLI:NL:HR:2023:443), taking into account the additional doctrine from the Uber judgment (Dutch Supreme Court 21 February 2025). Both Parties are responsible for preventing de facto false self employment.

1.3 As of 1 January 2025 the enforcement moratorium has been lifted; additional payroll tax assessments are possible from that date, and as of 1 January 2026 penalties for intent or gross negligence are also possible. Since 6 September 2024 the Dutch Tax Administration no longer assesses new model agreements; existing model agreements remain valid until 31 December 2029 at the latest. For specific assignments, the Parties record additional arrangements in an individual assignment agreement that explicitly addresses the Deliveroo criteria.

Article E2. Replacement

2.1 Supplier may, after consultation with Client, replace the person deployed with a professional with comparable qualifications. Client will not refuse replacement on unreasonable grounds.

Article E3. Liability in secondment

3.1 Client bears the risk of substantive direction and of damage arising under its management and supervision. Supplier is not liable for damage resulting from Client's instructions, decisions or omissions, except in case of gross negligence or intent of the person deployed.

Article E4. Nonsolicitation and no hire

4.1 During the Agreement and for 12 months thereafter, Client will not, directly or indirectly: (a) employ the person deployed by Supplier (including freelancers), offer them a contract for services or have them work for Client through a third party; (b) negotiate about this other than in consultation with, and with the prior written consent of, Supplier.

4.2 In case of breach, Client forfeits, without notice of default, an immediately payable penalty of € 25,000 per breach, plus € 500 per day, up to a maximum of € 100,000 per breach, without prejudice to specific performance or full compensation of damages. To the extent legally possible, the Parties expressly waive judicial mitigation under Article 6:94 of the Dutch Civil Code (BW).

Chapter F. WhatsApp / messaging development

Article F1. Dependence on Meta/WhatsApp

1.1 The WhatsApp Business functionality is provided under, and is fully dependent on, the terms of Meta Platforms Ireland Ltd, including the Meta Terms for WhatsApp Business, the WhatsApp Business Solution Terms, the WhatsApp Business Messaging Policy, the Meta Business Messaging Technology Provider Terms and, where applicable, the WhatsApp Business Terms for Service Providers (together: "Meta Terms"). Client acknowledges that through its use it is directly bound by these Meta Terms and will comply with them.

1.2 Supplier acts as Tech Provider/Solution Provider within the meaning of the Meta Terms and is not authorised to resell, rent out or license the WhatsApp Business Solution other than within the framework permitted by Meta.

Article F2. Client compliance

2.1 Client is fully responsible for: (a) demonstrable opt in of end users in accordance with the WhatsApp Business Messaging Policy; (b) correct use of templates, opening hours and the customer service window; (c) the content, accuracy and lawfulness of outgoing messages; (d) compliance with the GDPR, the Dutch Telecommunications Act (Telecommunicatiewet), the Dutch Advertising Code (Reclamecode) and ePrivacy rules.

2.2 Client indemnifies Supplier against all claims of Meta, end users, supervisory authorities and other third parties in connection with any (alleged) breach by Client of the Meta Terms or applicable law.

Article F3. Changes by Meta

3.1 No guarantee regarding: (a) continuity, pricing, functionality or availability of the WhatsApp Business API; (b) approval or rejection of templates or phone numbers by Meta; (c) changes in Meta's policies or rates; (d) account suspensions, rate limits, quality ratings or terminations by Meta.

3.2 The costs of using the WhatsApp Business Platform (including messaging costs and conversation fees) are currently invoiced by Meta directly to Client, through a payment method that Client sets up in its own Meta Business account. Supplier does not invoice these costs and does not apply a markup to them, unless otherwise agreed in writing. To the extent Meta charges these costs directly to Client, Client ensures that this payment method is set up and maintained, unless otherwise agreed in writing.

Article F4. No liability for Meta account actions

4.1 Supplier is not liable for damage resulting from account suspension, rate limiting, quality downgrades, template rejection or termination by Meta, whatever the cause.

Chapter G. AI specific provisions

Article G1. No warranty on output

1.1 Supplier does not guarantee the accuracy, completeness, currency, fitness for a particular purpose or absence of bias of AI output. Generative AI can produce plausible sounding but incorrect output (“hallucinations”). Such output does not constitute a breach of contract and falls under the exclusions of Article A9.

1.2 Client is responsible for substantive review, validation and checking of AI output before basing business, legal, medical, financial or other significant decisions on it.

Article G2. Human intervention

2.1 For applications in which AI output has legal effects or otherwise significantly affects data subjects (Article 22 GDPR and the risk categories of the AI Act), Client will set up appropriate human intervention (“human in the loop” / “human on the loop”) and inform Supplier of this in advance.

Article G3. Model providers and subprocessors

3.1 Supplier uses third party AI models (including OpenAI, Anthropic). Their use is also subject to the terms of those providers. Policy changes, price changes, model version updates or termination of services by these providers may affect the Services; Supplier is not liable for this and will endeavour to migrate in good time.

3.2 Subprocessors do not process Client Data for training or improving AI models, in accordance with the policy of the relevant provider in force at that time (in particular OpenAI's “How your data is used to improve model performance” policy and Anthropic's Commercial Terms of Service, section B). Supplier will not enable features (such as an explicit opt in to share data) that override this default, except with Client's prior written consent.

Article G4. AI Act

4.1 The Parties acknowledge that Regulation (EU) 2024/1689 (AI Act) entered into force on 1 August 2024 and becomes applicable in phases, including: the prohibitions from 2 February 2025, the rules for general purpose AI from 2 August 2025, the main obligations (including those for high risk AI systems) from 2 August 2026, and certain rules for AI systems embedded in regulated products from 2 August 2027. Client is responsible for classifying its own application and for the obligations resting on it as deployer.

4.2 Supplier provides on request reasonable information and documentation that Client needs to comply with its obligations under the AI Act (information on model providers, transparency measures, etc.).

4.3 If an AI System qualifies as high risk, the Parties record additional arrangements in a separate addendum.

Article G5. Hallucinations and errors

5.1 The occurrence of hallucinations, inaccuracies or substantive errors in AI output is expressly not regarded as an attributable failure, unless it results directly from a demonstrably defective configuration or instruction by Supplier that Client could not reasonably have noticed during the acceptance procedure.

Chapter H. Final provisions

Article H1. Applicable law

1.1 Dutch law applies exclusively. The applicability of the Vienna Sales Convention (CISG) is excluded.

Article H2. Competent court

2.1 All disputes are submitted exclusively to the District Court of Amsterdam (Rechtbank Amsterdam), save for the mandatory jurisdiction of another court.

2.2 The Parties may by mutual agreement opt for ICT mediation under the rules of the Dutch Foundation for the Settlement of Automation Disputes (Stichting

Geschillenoplossing Automatisering, SGOA) or for arbitration under its Arbitration Rules (venue: Amsterdam).

Article H3. Conversion and severability

3.1 If a provision proves to be void, voidable or unenforceable, the remaining provisions remain in full force; the Parties will consult on a replacement provision with, as far as possible, the same purport.

Article H4. Assignment

4.1 Client is not entitled to assign its rights or obligations without prior written consent. Supplier may assign its rights and obligations, in particular upon conversion of the sole proprietorship into a private limited company (BV) or upon a transfer of the business. Client hereby grants in advance its irrevocable cooperation and consent to a transfer of contract within the meaning of Article 6:159 of the Dutch Civil Code (BW).

Article H5. Entire agreement

5.1 The Agreement (including these terms and the annexes) contains the entire arrangements between the Parties and replaces all earlier arrangements, communications, offers, price indications or letters of intent.

Article H6. Amendment of these terms

6.1 Supplier may amend these terms from time to time. Material amendments are notified in writing at least 30 days before they take effect.

6.2 Client may terminate in writing within 30 days of notification, effective on the date a material amendment takes effect. Nonmaterial amendments do not give a right of termination.

Contact

Questions about these general terms and conditions? Contact us at:

info@overtoom.ai

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