TERMS OF USE

1   DEFINITIONS

The following terms used in these Terms of Use (*Terms of Use*) shall have the following meanings:

1.1   "**Account**" means the unique account created for the User to access the Services (or any part thereof).

1.2   "**Application**" means the software or application of artificial intelligence provided by the Service Provider.

1.3   "**Data Protection Legislation**": The applicable regulations relating to the processing of personal data, including but not limited to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter the "*GDPR*") and the Belgian legislation and/or regulations implementing and/or supplementing it, including the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and the Law of 3 December 2017 establishing the Data Protection Authority.

1.4   "**Force majeure**": all circumstances that are unforeseeable and exceptional and not imputable to the Service Provider, as a result of which the Service Provider is in the (temporary or definitive) reasonable impossibility to fulfil its contractual obligations (in whole or in part), taking into account a normal and prudent person placed in the same concrete circumstances- such as (but not limited to) cases of war (without having to take place on Belgian territory), danger of war, civil strife, riots, acts of war, fire, water damage, unworkable weather, natural disasters, strikes, sit-down strikes, lock-outs, import and export restrictions, government measures, defective machinery, interruptions in the supply of energy, transport problems, material shortages, (health or financial) crisis or pandemics, and abnormal price increases of wages, raw materials, materials and/or energy.

1.5   "**Input**" means the text, images or other information that may be posted, uploaded or otherwise made available by the User when using the Application, regardless of form or content.

1.6   "**Intellectual Property Rights**" means any patent right, copyright, moral right, trademark right, trade name right, right to protect privacy, publicity rights, whether or not such rights are filed or registered under any legislation or are protected or may enjoy protection anywhere in the world.

1.7   "**Output**" means the information provided and displayed by the Application as a result of the of inputting the Input when using the Application.

1.8   "**Services**" means the Application and support services provided by the Service Provider.

1.9   "**Service Provider**": You & AI BV registered under company number 0801.084.396. having its office at Edward Pecherstraat 38/105, 2000, Antwerp, Belgium.

1.10   "**Subscription**" means the Services or access to the Services offered to the User by the Service Provider on a paid subscription basis.

1.11   "**Subscription Fee**" means the fee paid by the User to the Service Provider in exchange for access to or use of the Services (or part thereof) through a subscription formula.

1.12   "**Subscription Period**" means the period during which the Service Provider grants the User access to the Services, depending on the type of Subscription selected by the User.

1.13   "**User**" means any natural person or company within the meaning of Article I.1, 1° of the Belgian Code of Economic Law that has authorised access to or uses the Services.

2   OBJECT OF THE TERMS OF USE

2.1   The Terms of Use set out the rights and obligations of the Service Provider and the User in respect of access to and use of the Services (or any part thereof) for the purposes described by the Service Provider.

2.2   Only these Terms of Use set out the terms and conditions under which access to and use of the Services (or any part thereof) is provided.

3   APPLICATION OF THE TERMS OF USE

3.1   The Terms of Use apply to each User of the Services (or any part thereof).

3.2   By accessing and using the Services (or any part thereof), the User agrees to be bound by these Terms of Use.

4   ACCESS TO AND USE OF THE SERVICES

4.1   Until the termination of access to the Services and as long as the User fulfils all applicable payment obligations and complies with these Terms of Use, The Service Provider grants the User a personal, limited, non-exclusive, non-transferable and revocable right and licence to use the Services.

4.2　　The Application allows the User to enter Input when using the Application. The User understands and expressly agrees to be solely responsible for Input entered when using the Application, whether entered by the User or a third person using the Application.

4.3　　The User undertakes that he/she or any third person using the Account shall not enter any Input that is offensive, defamatory or otherwise unlawful or unauthorised.

5　　ACCOUNT

5.1　　To access the Services, the User must create an Account.

5.2　　When creating the Account, the User agrees to provide correct, complete and up-to-date data. Failing this, the Service Provider is entitled to block or deactivate the Account with immediate effect and without judicial intervention or entitlement to a refund of the Subscription Fee or any other fee.

5.3　　The User must at all times take reasonable and appropriate measures to secure access to and use of the Services, including a sufficiently secure password.

5.4　　The User agrees not to disclose the password to third parties under any circumstances. In the event of knowledge of a security breach or unauthorised access to the Account, the User shall immediately and without unreasonable delay notify the Service Provider in writing.

5.5　　The Service Provider shall not be liable for the damage or loss resulting from a security breach or unauthorised access to the Account.

6　　SUBSCRIPTION AND SUBSCRIPTION FEE

6.1　　The Services are only available through a Subscription and the payment of a Subscription Fee. Depending on the type of Subscription selected by the User, the User shall have access to certain Services. The amount of the Subscription Fee depends on the type of Subscription selected by the User.

6.2　　The Subscription Fee is paid in advance on a periodic basis (e.g. monthly or annually), depending on the type of Subscription selected by the User.

The User will provide complete and accurate payment details, including a valid and authorised payment method.

6.3　　In the event of non-payment of the Subscription Fee on the due date, all other claims against the User not yet due shall become due and payable by operation of law and without prior notice of default.

In this case, the Service Provider reserves the right to suspend the provision of the Services, and this without prior notice and without compensation.

6.4　　In the event of non-payment of the Subscription Fee within the set term, interest on arrears in the amount of 1% per month on the unpaid amount shall be due ipso jure and without prior notice of default from the due date. A fixed compensation in the amount of 10% of the outstanding amount (with a minimum of 40 euros) shall also be due by operation of law and without prior notice of default, without prejudice to the Service Provider's right to claim higher compensation provided proof of higher damage actually suffered.

6.5　　Service Provider is at any time entitled to unilaterally change the terms and conditions of the Subscription, including the Subscription Fee. Service Provider shall announce and communicate a change in this respect at least fourteen (14) days before it becomes effective.

Any change will take effect at the end of the then current Subscription Period.

6.6　　At the end of each Subscription Period, the User's Subscription is automatically and tacitly renewed under the same conditions, subject to the deviations stipulated in these Terms of Use such as non-exhaustively the unilateral right to change the Subscription Fee at any time.

6.7　　The User is entitled to cancel the tacit renewal of the Subscription or cancel the Subscription at any time via the Account's settings page or by contacting the Service Provider.

In this case, the User shall not be entitled to a refund of the Subscription Fee already paid by the User for the current Subscription Period. The User will have access to the Services until the end of the current Subscription Period.

7　　INTELLECTUAL PROPERTY RIGHTS

7.1　　By entering Input on the Application, the User grants to the Service Provider the non-exclusive, worldwide and free right and licence to use, modify, reproduce and distribute such Input on and through the Application.

7.2　　The User retains all Intellectual Property Rights relating to the Input and the User himself is responsible for protecting these rights.

7.3　　The User agrees that this licence includes the right for the Service Provider to make the Input available to other users of the Services, who may also use the Input subject to these Terms of Use.

7.4　　The Services, including the Application and Output are protected by Intellectual Property Rights belonging to the Service Provider. The User is granted only the limited, non-exclusive, non-transferable and revocable right to use the Services and only for the purposes described by Service Provider. The Service Provider reserves all other rights to the Services.

8　　DECLARATIONS AND WARRANTIES

8.1 Artificial intelligence is continuously subject to an evolutionary process. The use of the Application may in some situations lead to incorrect Output that does not accurately reflect facts. The User should at all times assess the accuracy of Output as appropriate for the applicable situation, including by using human assessment.

8.2 Except as prohibited by applicable law, the Service Provider does not give any guarantee that the Application will meet the User's requirements, achieve the intended results, be compatible with other software, applications, systems or the Application will operate without interruption, meet performance or reliability standards or be error-free or that any errors or defects can or will be corrected (in a timely manner).

8.3 The User represents and warrants that: (i) the Input belongs to the User or the User has the right to use it and grants the Service Provider the right and licence stipulated in these Terms of Use, and (ii) the posting of the Input on or through the Application does not infringe any third party rights, such as but not limited to Intellectual Property Rights, privacy rights, publicity rights, contract rights or other third party rights.

9 LIABILITY

9.1 Without prejudice to the other liability provisions in these Terms of Use, the Service Provider shall only be liable for a) intentional or grave misconduct or b) misconduct affecting the life or physical integrity of a person, it being understood that the burden of proof in this regard shall at all times be on the User.

9.2 Under no circumstances shall the Service Provider be liable for damage caused as a result of the following:

- An aggravated loss pursuant to the User's failure to comply with its general obligation to limit damages;
- Malicious intent, fault or negligence on the part of the User and/or third parties;
- A claim involving the Services, but where the claim was caused by the actions of/attributable to the User, such as, but not limited to, improper, incompetent or incorrect use of the Services by the User (or a third party); and
- Force majeure.

9.3 In any event, the total liability of the Service Provider to the User in connection with the provision of the Services cannot exceed the total of the Subscription Fee(s) paid during the last 12 months preceding the event giving rise to the liability of the Service Provider. The foregoing limitation of liability shall remain in full force and effect, whether in contractual liability, tort (including negligence and objective liability), or any other type of liability.

9.4 In no event shall the Service Provider be liable to compensate any indirect and consequential damages, such as (but not limited to) loss of sales and/or profits, loss of data or other information, for business interruption or any other loss arising out of or in connection with the inability to use the Services or the inability to use third-party software or hardware used in connection with the Application.

9.5 The User shall fully indemnify and hold the Service Provider harmless from and against any and all damages and liability that the Service Provider may suffer as a result of any claim or demand of a third party arising out of or in connection with any fault or negligence, or wilful misconduct of the User, such as but not limited to a violation of Data Protection (Article 12) and Intellectual Property Rights Article 7).

10 FORCE MAJEURE AND IMPREVISION

10.1 A party shall be released by operation of law and not obliged to fulfil any obligation towards the User in case of Force Majeure.

In case of Force Majeure, the obligations of the affected party shall be suspended. In such case, the parties shall make all reasonable efforts to mitigate the effects of Force Majeure. In case the Force Majeure should last for more than thirty (30) days, the affected party shall be entitled to permanently terminate the agreement between the parties without court intervention, without being liable for any compensation.

10.2 The application of the figure of imprecision (*cf.* Article 5.74 of the Belgian Civil Code) within the framework of the legal relationship between the Service Provider and the User is expressly excluded.

11 SUSPENSION AND TERMINATION

11.1 Service Provider has the right to unilaterally, without prior notice of default or judicial intervention and without entitlement to a refund of the Subscription Fee or any other fee, with immediate effect, block or deactivate the User's Account and/or suspend or terminate the provision of the Services in whole or in part, if the User fails or threatens to fail to comply with his/her obligations towards the Service Provider contained in these Terms of Use or other applicable terms and conditions for any reason.

11.2 In case of suspension or termination of the provision of the Services at the User's expense in application of Article 11.1, the User shall be obliged to fully indemnify the Service Provider for any damage (including, but not limited to, indirect damage, loss of profit and consequential damage) suffered by the Service Provider as a result thereof.

11.3 The right of the Service Provider to suspend or (unilaterally) terminate the (provision) of the Services is without prejudice to the right of the Service Provider to claim compensation from the User.

12 DATA PROTECTION AND CONFIDENTIALITY

12.1 The Parties undertake to comply with the Data Protection Legislation at all times. The Service Provider shall process limited personal data of the User (such as contact details) for its own purposes as a data controller in accordance with Data Protection Legislation to the extent that the processing is necessary for the management and optimisation of the contractual

relationship. The legal basis for this processing is (i) the performance of the contract, (ii) the need to comply with legal obligations; and (iii) the legitimate interests of the Service Provider. The Service Provider shall retain the personal data for a maximum of five (5) years after the termination of the contractual relationship, unless a different retention period should be applied based on applicable regulations. The Service Provider undertakes to take appropriate technical and organisational measures to permanently secure the personal data against loss or against any form of unlawful processing or access and to respect the applicable rights of data subjects, including the right to information, rectification or erasure of personal data, the right to restriction of processing, as well as the right to object to processing and the right to data portability.

12.2   To the extent that the Service Provider processes personal data on behalf of the User, the Service Provider shall act as processor. In such case, the Service Provider undertakes to comply with the obligations in accordance with Article 28 GDPR and to comply at all times with the data processing agreement concluded between the parties.

12.3   The User is obliged to keep confidential all information obtained from the Service Provider in the context of access to and use of the Services. The User undertakes to exercise the greatest possible care when using such information. The User shall also impose these obligations on its employees, staff, appointees and consultants.

13   AMENDMENTS TO THE TERMS OF USE

13.1   The Service Provider reserves the right, in its sole discretion, to modify or replace these Terms of Use at any time.

13.2   In the event of an amendment, the Service Provider shall give notice of the amended Terms of Use at least fourteen (14) days before they take effect. In the absence of response within the aforementioned period, the User shall be deemed to have irrevocably agreed to the amended Terms of Use.

14   VALIDITY OF PROVISIONS

14.1   Each provision of the Terms of Use is severable and distinct from the others, and if at any time one or more provisions are or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or diminished thereby.

14.2   In the event of any such invalidity, illegality or unenforceability, the Service Provider and the User shall negotiate in good faith with a view to reaching an agreement on the replacement of the provision in question by a provision that is valid, lawful and enforceable and that, as far as possible, corresponds to the intention and purpose of the Terms of Use and whose economic effect is as close as possible to the provision to be replaced.

15   NO WAIVER OF RIGHT

No failure or delay in exercising any right, power or remedy under these Terms of Use or applicable regulations, nor any separate or partial performance by the Service Provider of any right, power or remedy shall be deemed a waiver thereof.

16   APPLICABLE LAW AND COMPETENT COURT

16.1   The (legal) relationship between the Service Provider and the User and all resulting or related obligations are governed exclusively by Belgian law.

16.2   Any dispute arising out of or in connection with the Terms of Use and/or the Services shall be settled exclusively by the courts and tribunals of the judicial district of Antwerp, Antwerp Division.