

Improver Platform Terms of Use

1) General

- a) R2I has developed a platform called Improver (hereinafter: the "Platform"). This platform includes a chatbox based on an AI system (hereinafter: "Alex," which is discussed further under "Use of Alex").
- b) The Platform is owned by Ready2Improve BV, with registered office at Fabriekstraat 101, 3800 Sint-Truiden, registered with the Crossroads Bank for Enterprises (CBE) under number 0808.805.202 (hereinafter: "R2I").
- c) Within the limits of the special and general terms and conditions agreed upon by R2I with the Client in the accepted offer, the Client may grant the agreed number of users access and use rights to the Platform (hereinafter: "User").
- d) A User is granted access to the Platform under the Client's responsibility, provided that the User accepts these Terms of Use. e) All rights not expressly granted to the User/Customer are reserved by R2I.

2) Acceptance of the Terms

- a) By using the Platform, the User irrevocably accepts the applicability of these Terms of Use.
- b) R2I recommends that you read these Terms of Use thoroughly so that acceptance only occurs when all terms are understood.

3) Changes to the Terms of Use

- a) The Terms of Use may change from time to time. R2I will notify the User(s) of this via notifications on the Platform.

4) Creating a User Account

- a) To use the Platform, each User must create an account by completing the registration process.
- b) The User agrees to provide current, complete, and accurate information during the registration process and to update account information as needed.
- c) A user account belongs to only one person and may therefore not be shared with other people.
- d) Responsibility for all (correct) use of an account and all activity through an account lies with the User of the account and the Customer. Any (suspected) violation must be reported immediately by the User and/or the Customer to R2I so that appropriate measures can be taken.

5) Closing/Deleting a User Account

- a) The User can close their account at any time.
- b) The account will be closed and deleted at least two (2) years after the last time the User logged in to the Platform. R2I will inform the User of the impending deletion before this deletion. If the User continues to use the account at that time, it will remain active until the User closes it or the aforementioned period has elapsed without any use.

6) Usage Rights

- a) There is no transfer of any ownership rights to the User or the Customer.
- b) R2I grants the User/Customer only a non-exclusive, non-sublicensable, non-transferable, revocable, temporary, and worldwide limited right to use the Platform and all (future) updates thereof in accordance with these terms of use and the agreed special and general terms and conditions. The User/Customer acknowledges these limited (usage) rights and agrees to act accordingly.

7) Use of the Platform

- a) The User may not use the Platform in any manner or for any purpose other than as provided by R2I, or in an unlawful, illegal, fraudulent, defamatory, misleading, and/or harmful (damaging, disabling, overburdening, or disrupting) manner.
- b) The Customer must (i) immediately sanction any inappropriate and unauthorized use by a User and (ii) immediately notify R2I in writing.
- c) The quality of the Platform's user experience may depend on the device used (smartphone, laptop, etc.). It is best to take all reasonable security measures, including installing all necessary software, to ensure the device used to access the Platform is secure and usable.

8) Use of Alex (AI system)

- a) Alex is a human-centered chatbox based on a general-purpose AI system (LLM model) with various goals determined by the Client and/or User, such as guiding the user through R2I's range of workshops and sessions, using it as a digital vitality coach, or conducting digital surveys.
- b) Every AI system is inherently unpredictable and unexplainable, so imperfections and inaccurate output are to be expected. Therefore, R2I does not guarantee the accuracy, reliability, representativeness, or completeness of the output generated by Alex AI.
- c) It is essential that the User independently review the output generated by Alex AI, or have it reviewed by a human before proceeding with it in any way. Organizing this human intervention is the responsibility of both the User and the Customer.
- d) R2I is not liable for any damage or loss resulting from the use of AI-generated output.
- e) Users are informed about Alex's AI-based processing before effectively using it.

9) Corrective Action

- a) R2I may take all necessary and reasonable measures if the Customer or User violates the Terms of Use by temporarily or permanently blocking access to the Platform, depending on the situation, with or without written notice.

10) Data (Content, Sharing, Use)

- a) With regard to non-personally identifiable Data, the User/Customer grants R2I the right to use this Data without limitation and to share it without limitation with third parties, including but not limited to analysis, research, or interpretation, and to (i) donate/exchange/sell/make the results available to third parties and/or (ii) use them for further development of its own services or products. These rights are final and irreversible.
- b) With regard to personally identifiable Data, R2I will process this Data in the manner provided in R2I's Privacy Policy.

11) Platform Availability

- a) A good internet connection is an important factor for the availability of the Platform.
- b) The User understands and accepts that Maintenance interventions or Problems with third parties may temporarily impact the availability of the Platform and the associated limited access to the Data.
- c) Without prejudice to any written SLAs, R2I does not guarantee specific availability. However, R2I will always make every reasonable effort to keep the Platform as available as possible.

12) Platform Maintenance

- a) This refers only to maintenance interventions related to the Platform, and therefore does not include hardware defects affecting the User or solutions for Problems with external parties.
- b) The User is entitled to Corrective Maintenance to resolve any Outages. To this end, the User must send an email to R2I at info@ready2improve.eu and report in as much detail as possible about the nature of the Outage and how it occurred.
- c) R2I's intervention times vary depending on the severity and nature of the Outage. R2I is only

obligated to a best efforts obligation. The User understands and accepts that no specific intervention time is specified for such a customized intervention and that the request will be handled by email.

- d) Even if an intervention time is specified in a specific case, a delay in implementation cannot give rise to a penalty, compensation, or termination of this Agreement.
- e) R2I may, at its sole discretion, perform Adaptive and Innovative Maintenance. The User may and can suggest new functionalities, but R2I may and can decide in its sole discretion whether or not to implement these, without any form of compensation to the User, either upon implementation or refusal of implementation of these suggestions.
- f) The User understands and accepts that the Platform is a SaaS application, which means that Adaptive and/or Innovative Maintenance may result in the loss of functionalities, even if that functionality is useful and/or important to the User.

13) Intellectual Property Rights

- a) R2I declares that it holds all copyrights and other intellectual property rights to the Platform (with the exception of the Alex component, which is based on a license) and its associated graphic design, layout, programming code, concept, working method, and all other materials.
- b) The User/Customer acknowledges that R2I is the owner of the Platform and/or other intellectual property rights relating thereto, and is the licensee for the Alex component.
- c) The User/Customer agrees to do nothing, directly or indirectly, that could infringe these rights and to take all necessary measures to ensure that R2I's ownership rights/license rights are respected and observed.
- d) Any copy, adaptation, translation, editing, use, or modification of part or all of the Platform, in any form and by any means, is strictly prohibited.
- e) The Customer may not use any R2I trademark or trade name (including, but not limited to, its use in metatags, keywords, or hidden text) without the express prior written consent of R2I. f) R2I reserves the right to take all measures it deems effective to prevent or put an end to any infringement of its rights, without incurring any liability for the application of such measures.

14) Responsibility and Liability

- a) The Customer/User accepts that the Platform and associated services are provided "as is" (to the extent legally permitted) and that there is an express exclusion regarding the use of Alex, see above.
- b) R2I's liability to the User is in any case limited, regardless of the cause, nature, or subject of the claim, to a maximum of €1,250. The parties accept this limit as reasonable given the nature, extent, and foreseeability of the damage.
- c) As a release clause within the meaning of Article 5.89 of the Civil Code, R2I is not liable for any damage, whether contractual or non-contractual, caused by:
 - i. damage or losses resulting from careless, reckless, or incorrect use;
 - ii. consequential and/or any indirect damage; iii) damage due to reasons beyond R2I's control, such as force majeure, third-party intervention, etc.
- d) To the extent R2I's insurer intervenes, and provided the insurer effectively provides coverage and pays out, R2I's liability will be limited to the amount paid out by the insurer, plus the retained deductible, without R2I being liable for any other (uncovered and/or unpaid) damage.
- e) R2I and its information suppliers cannot be held liable for damage resulting from viruses of any form, bugs, any program or application that is incompatible with the infrastructure used by the User, nor for damage resulting from any malfunctions, interruptions or errors, development, repair, inspection, maintenance, technical problems, interruptions of the internet or connected networks or services, overload, negligence or error of a third party or the User, as well as events beyond the control of R2I, such as force majeure.
- f) The aforementioned limitations and exclusions of liability do not apply in the event of (i) fraud, (ii) intentional error, or (iii) error when that error affects the life or physical integrity of a person.
- g) The Client shall indemnify and/or hold R2I harmless from claims of any nature whatsoever that may arise from the attributable negligence and/or shortcomings of its Users.

15) Personal Data Protection

- a) R2I undertakes to comply with applicable Belgian legislation on the protection and processing of personal data (including the law on the protection of privacy with regard to the processing of personal data) and its respective obligations under this legislation.
- b) R2I will act as the controller for the data necessary for the performance of the agreement, the operation of the company, and compliance with legal obligations. R2I does not act as the controller for the Data, but rather as the User.

16) Final Provisions

- a) If any provision is declared void or unenforceable, in whole or in part, these Terms of Use remain binding and the parties agree that the invalid or unenforceable provision will be replaced by a valid and enforceable provision that reflects the original intent of the parties.
- b) Only Belgian law applies.
- c) Except as otherwise provided in applicable and mandatory consumer law and/or international private law, any dispute arising out of or in connection with these Terms of Use will be dealt with exclusively by the Belgian Commercial Court of Antwerp, Hasselt Division.

17) Definitions

- a) The following terms have the following meanings in these Terms of Use:
 - i. "Custom Maintenance" means making available to the User a customized version of the Platform (including Alex) in which, in addition to any error corrections, the existing operation and functionality of the Platform/Alex has been improved without adding new features.
 - ii. "Corrective Maintenance" means correcting defects in the Platform (including Alex).
 - iii. "Data" means the data entered by the Customer/User or stored in the foreseeable and informed manner, and subsequently processed (collected, recorded, organized and structured, stored, updated or modified, retrieved and consulted, used, transmitted and disseminated, and made available) via the Platform (including Alex), such as words, dates, quantities, names, measurements, numbers, time indications, etc., as well as the results, answers, or other output generated by the Platform.
 - iv. "Force Majeure" means any unattributable impossibility to fulfill an obligation, taking into account the unforeseeable and unavoidable nature of the impediment to fulfillment. The following are examples of force majeure: natural disasters (such as earthquakes); epidemics and pandemics (such as the Covid-19 crisis); government or administrative regulations or orders; unannounced strikes; Persistent power outages (power outages and blackouts); professional computer attacks (such as DDoS attacks); blocking of bandwidth, either partially or completely.
 - v. "Problems with external parties" means problems with internet providers, router connections, and other hardware, software, or network disruptions, insofar as these are beyond R2I's control.
 - vi. "Malfunction" means a detected deviation from the intended operation or functionality that prevents the use of the Platform or produces a non-compliant result or action.
 - vii. "Updated maintenance" means providing the User (including Alex) with a new version of the Platform in which, in addition to any bug fixes and improvements to existing functionality and operation, new features have also been added.