



COMMERCIAL TERMS OF SERVICE

Effective Date: [DATE]

These Commercial Terms of Service (“Terms”) govern access to and use of the services provided by Quonai B.V. (“Quonai”, “we”, “us”, or “our”) by the customer identified during registration or ordering (“Customer”, “you”, or “your”).

By accessing or using the Services, Customer agrees to be bound by these Terms.

1. Definitions

“Services” means Quonai’s artificial intelligence models, APIs, software, applications, tools, documentation, websites, and related services.

“Customer Content” means Inputs and Outputs collectively.

“Inputs” means prompts, instructions, files, data, content, and other information submitted to the Services.

“Outputs” means responses, content, data, analyses, code, or other materials generated by the Services.

“Users” means Customer’s employees, contractors, affiliates, agents, or end users authorized by Customer to access the Services.

2. Provision of Services

2.1 License

Subject to these Terms and payment of applicable fees, Quonai grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term.

2.2 Customer Products

Customer may use the Services to develop, operate, and provide products and services to its own customers and users.

2.3 Service Changes

Quonai may modify, improve, update, or discontinue portions of the Services at any time, provided such changes do not materially reduce core functionality without reasonable notice.

3. Customer Content

3.1 Ownership

Customer retains all rights, title, and interest in Inputs.

To the extent permitted by law, Customer owns Outputs generated specifically for Customer through authorized use of the Services.

3.2 Use of Customer Content

Quonai shall not use Customer Content to train foundation models unless Customer has explicitly provided written consent.

3.3 Responsibility

Customer is solely responsible for all Inputs submitted through its account and for evaluating the suitability and accuracy of Outputs before use.

4. Data Protection and Privacy

Quonai processes personal data in accordance with its Privacy Policy and Data Processing Addendum (“DPA”).

Where required under applicable data protection laws, including the GDPR, the parties agree to enter into a DPA.

Customer represents that it has all necessary rights and legal bases to provide data to Quonai.

5. Acceptable Use

Customer shall not use the Services to:

- a. Violate applicable laws or regulations;
- b. Infringe intellectual property rights;
- c. Generate unlawful, fraudulent, deceptive, abusive, or harmful content;
- d. Attempt to gain unauthorized access to systems or networks;
- e. Reverse engineer, decompile, or attempt to extract model weights or source code;
- f. Develop competing foundation models using the Services unless expressly authorized by Quonai;
- g. Circumvent technical limitations, rate limits, or security measures.

Quonai may suspend access where necessary to protect the Services, users, or legal compliance.

6. Artificial Intelligence Limitations

Customer acknowledges that:

- The platform's AI components are designed to be deterministic and non-generative, meaning outputs are derived directly from structured input data rather than probabilistic language generation. The platform does not hallucinate or fabricate information;
- Output quality is directly proportional to input quality. Incomplete, inaccurate, or outdated data provided by Customer will result in outputs that reflect those limitations. Customer is responsible for ensuring the accuracy and completeness of all data submitted to the platform;
- Certain outputs, including gap analyses, risk scores, and compliance assessments, are based on normative frameworks and control mappings that may require periodic updates as regulations evolve. Customer should verify that the applicable framework versions in use remain current;
- Outputs do not constitute professional legal, financial, medical, or regulatory advice and should not be relied upon as such without independent verification by a qualified professional.

7. Fees and Payment

7.1 Fees

Customer shall pay fees as published by Quonai or agreed in a separate order form.

7.2 Invoicing

Invoices are payable within thirty (30) days unless otherwise agreed.

7.3 Late Payments

Overdue amounts may accrue interest at the maximum rate permitted by applicable law.

Quonai may suspend Services for material payment defaults.

7.4 Taxes

Fees are exclusive of VAT and other applicable taxes unless expressly stated otherwise.

8. Confidentiality

Each party shall protect the Confidential Information of the other party using reasonable safeguards.

Confidential Information may only be disclosed to personnel, advisors, and subcontractors who have a legitimate need to know and are bound by confidentiality obligations.

Confidential Information excludes information that:

- is publicly available;
- was lawfully known before disclosure;
- is independently developed;
- is lawfully obtained from a third party.

9. Intellectual Property

Except as expressly stated herein:

- Quonai retains all rights in and to the Services;
- Customer retains rights in Customer Content;
- No ownership rights are transferred between the parties.

Feedback provided by Customer may be used by Quonai without restriction or compensation.

10. Security

Quonai will maintain commercially reasonable technical and organizational measures designed to protect Customer Content against unauthorized access, disclosure, or loss.

No security system can guarantee absolute protection.

11. Warranties

Each party represents that it has authority to enter into these Terms.

Except as expressly stated, the Services are provided “AS IS” and “AS AVAILABLE”.

To the maximum extent permitted by law, Quonai disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

12. Limitation of Liability

To the maximum extent permitted by law:

- a. Neither party shall be liable for indirect, consequential, incidental, special, or punitive damages;
- b. Neither party shall be liable for lost profits, lost revenue, loss of goodwill, or loss of data;
- c. Quonai's aggregate liability arising out of or relating to the Services shall not exceed the fees paid by Customer during the twelve (12) months preceding the claim.

These limitations do not apply to:

- fraud;
- willful misconduct;
- death or personal injury where liability cannot be excluded by law;
- breaches of confidentiality;
- indemnification obligations.

13. Indemnification

13.1 Quonai Indemnity

Quonai will defend Customer against third-party claims alleging that authorized use of the Services infringes intellectual property rights.

13.2 Customer Indemnity

Customer will defend and indemnify Quonai against claims arising from:

- Customer Content;
- unlawful use of the Services;
- violations of these Terms;
- Customer products or services.

14. Suspension

Quonai may suspend access immediately if:

- required by law;
- necessary to protect security;
- Customer materially breaches these Terms;
- Customer's use poses a risk to the Services or other users.

15. Term and Termination

These Terms remain in effect until terminated.

Either party may terminate for convenience upon thirty (30) days written notice.

Either party may terminate immediately for material breach if such breach remains uncured after notice.

Upon termination:

- access rights cease;
- accrued payment obligations remain due;
- surviving provisions remain in effect.

16. Publicity

Quonai may identify Customer as a customer using Customer's name and logo unless Customer objects in writing.

17. Governing Law and Jurisdiction

These Terms shall be governed exclusively by the laws of the Netherlands.

Any dispute arising from these Terms shall be submitted exclusively to the competent courts of Arnhem, the Netherlands.

Before initiating legal proceedings, the parties shall attempt in good faith to resolve disputes through negotiation.

18. Notices

Legal notices under these Terms shall be sent to:

Quonai B.V.

Email: legal@quonai.com

Notices become effective upon confirmed receipt.

19. Export Controls

Customer shall comply with all applicable export control and sanctions laws.

Customer may not use the Services where prohibited by applicable law.

20. Force Majeure

Neither party shall be liable for delays or failures caused by events beyond its reasonable control.

21. General

These Terms constitute the entire agreement between the parties concerning the Services.

If any provision is unenforceable, the remaining provisions remain effective.

Failure to enforce any right shall not constitute a waiver.

Customer may not assign these Terms without Quonai's prior written consent, except in connection with a merger or sale of substantially all assets.

Quonai B.V.

Website: www.quonai.com

Email: legal@quonai.com