

## Terms and Conditions (End Customers)

Version 1 - Effective date 1st of May 2026

### 1. Definitions

- **Agreement:** the agreement between Atelyr and the End Customer, consisting of the registration, the chosen Subscription, these Terms and Conditions, the Data Processing Agreement, and the Prohibited Use Policy.
- **AI Service:** a generative artificial intelligence service provided by a third-party supplier, which the End Customer selects and connects to the Software independently.
- **Atelyr:** Atelyr B.V., a Dutch private limited company, with its registered office at Dorpsstraat 324A, 1531 HW Wormer, registered in the trade register under number 99674327.
- **Billing Period:** the agreed period over which the subscription fee is invoiced, being either one month or one year, commencing on the date of registration or the date of a subscription change. For an annual subscription, the Billing Period is divided into monthly Usage Periods.
- **Credit Limit:** the maximum amount of overage charges that the End Customer may accrue during a current Usage Period before Atelyr is entitled to interim invoicing and to restricting or blocking access, as determined by Atelyr and visible in the Software.
- **Data Processing Agreement (DPA):** the data processing agreement within the meaning of Article 28 GDPR that applies to the processing of personal data by Atelyr on behalf of the End Customer, and which forms an integral part of the Agreement.
- **End Customer:** any natural person or legal entity that registers for use of the Software via the Website or through a Partner.
- **Minute Bundle:** the number of call minutes per Usage Period included in the chosen Subscription.
- **Overage Rates:** the rates applicable to usage exceeding the Minute Bundle, as published on the Website.
- **Partner:** a third party designated by Atelyr who acts as a reseller through Atelyr's partner or affiliate channel to introduce End Customers to Atelyr.
- **Small Counterparty:** an End Customer who is a natural person, regardless of whether they act in the course of a profession or business (sole trader) or as a consumer.
- **Software:** the cloud-based software solution offered by Atelyr, including all updates, improvements, and new versions.
- **Subscription:** the access licence to the Software chosen by the End Customer, consisting of one of the available subscription types with the corresponding Billing Period and Minute Bundle.
- **Usage Period:** the monthly period over which the Minute Bundle is allocated and tracked, commencing on the same date as the Billing Period. For a monthly subscription, the Usage Period coincides with the Billing Period.
- **Website:** [www.atelyr.ai](http://www.atelyr.ai) or any other online environment used by Atelyr.

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## 2. Applicability

**2.1** These Terms and Conditions apply to all Agreements between Atelyr and the End Customer, as well as to all offers, quotations, and services provided by Atelyr. The Data Processing Agreement forms an integral part of the Agreement and applies to all processing of personal data by Atelyr on behalf of the End Customer in the context of the Agreement.

**2.2** By registering via the Website, the Software, or through a Partner, the End Customer accepts these Terms and Conditions and the Data Processing Agreement.

**2.3** Any modification of these Terms and Conditions is only valid if expressly agreed in writing.

**2.4** Atelyr reserves the right to amend these Terms and Conditions. Amendments will be communicated to the End Customer by email at least 30 days before they take effect. If the End Customer does not agree with the amendments, the End Customer has the right to terminate the Agreement before the effective date of the amendments. If the End Customer does not terminate the Agreement before the effective date, the End Customer is deemed to have accepted the amendment.

**2.5** These Terms and Conditions apply to all End Customers, regardless of whether they act in the course of a profession or business or as a consumer.

## 3. Subscriptions and Registration

**3.1** Atelyr offers subscription types with a monthly or annual Billing Period, each with its own Minute Bundle and price. The current subscription types, bundles, and rates are published on the Website.

**3.2** The End Customer selects a Subscription upon registration. The Agreement is concluded at the moment Atelyr has received or confirmed payment, or at the moment Atelyr grants access, whichever is earlier. The start date of the first Billing Period is the date of registration.

**3.3** The End Customer may switch to a different Subscription at any time. For an upgrade, the change takes effect immediately and the End Customer pays the difference in subscription price on a pro-rata basis for the remaining days in the current Billing Period. For a downgrade, the change takes effect at the start of the next Billing Period.

**3.4** The End Customer is responsible for the accuracy of the information provided at registration and must notify Atelyr of any changes without delay.

## 4. Consumption and Minute Bundle

**4.1** The Subscription gives the End Customer access to the Software during the Billing Period, including the Minute Bundle per Usage Period as described in the chosen Subscription.

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**4.2** Unused minutes from the Minute Bundle expire at the end of each Usage Period and are not carried over to the next Usage Period.

**4.3** Consumption exceeding the Minute Bundle will be invoiced monthly at the applicable Overage Rates as published on the Website.

**4.4** The End Customer remains solely responsible for monitoring their own consumption.

## 5. Prices and Payment

**5.1** All prices are exclusive of VAT, unless stated otherwise.

**5.2** The subscription fee is invoiced in advance per Billing Period: monthly for a monthly subscription, annually for an annual subscription. Invoicing takes place on the date corresponding to the start date of the first Billing Period.

**5.3** Consumption exceeding the Minute Bundle is invoiced in arrears per Usage Period at the applicable Overage Rates. Once the accrued overage amount in a current Usage Period reaches the Credit Limit, Atelyr is entitled to issue an interim invoice for the overage amount accrued up to that point. The remaining overage charges for that Usage Period will be invoiced at the end of the Usage Period.

**5.4** Atelyr is entitled to impose a Credit Limit on the End Customer, the level of which is determined by Atelyr at its own discretion, for example based on credit risk, payment history, or account type. The applicable Credit Limit and any changes to it are visible to the End Customer in the Software.

Once the accrued overage amount reaches the Credit Limit, Atelyr is entitled to restrict or block consumption above the Minute Bundle until:

- the outstanding overage charges have been settled on an interim basis; or
- the new Usage Period has commenced.

Atelyr may also choose to set the Credit Limit to zero, thereby blocking all consumption above the Minute Bundle entirely.

**5.5** Payment is made by SEPA direct debit, credit card, or another payment method offered by Atelyr. In the event of a failed payment, Atelyr may automatically make repeated collection attempts. The End Customer will receive a notification requesting them to update their payment method. If payment has not been made within 7 days, Atelyr is entitled to block access to the Software until full payment has been received. Access will be automatically restored upon resolution of the payment.

**5.6** Atelyr is entitled to amend its rates. Price changes will be communicated to the End Customer by email at least 30 days before they take effect. In the event of a price increase, the End Customer has the right to terminate the Agreement with effect from the date on which the price increase takes effect. For an annual subscription where a price increase takes effect during a current Billing Period, the End Customer is in that

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case entitled to a refund of the prepaid subscription fee on a pro-rata basis for the unexpired period. If the price increase only takes effect upon the next renewal, no right to a refund applies. If the End Customer does not terminate the Agreement before the effective date, the End Customer is deemed to have accepted the price change.

**5.7** Subscription fees already paid will not be refunded, unless Atelyr terminates the service prematurely.

## 6. Duration and Termination

**6.1** A monthly subscription is entered into for an indefinite period and automatically renews for one month. An annual subscription is entered into for a period of one year and automatically renews for one year, with the subscription fee for the new period invoiced in advance.

**6.2** The End Customer may terminate the Subscription at the end of the current Billing Period or with immediate effect. Upon termination at the end of the Billing Period, the End Customer retains access to the Software until that date. Upon termination with immediate effect, access ceases immediately; subscription fees already paid will not be refunded in any case, including for an annual subscription.

**6.3** Termination may be submitted through the account section of the Software or by email to [support@atelyr.ai](mailto:support@atelyr.ai).

**6.4** Notwithstanding the provisions of 6.1 and 6.2, a Small Counterparty with an annual subscription may, after automatic renewal, terminate the renewed annual subscription on a monthly basis with one month's notice. Upon termination under this clause, Atelyr will refund the prepaid annual amount for the remaining full months, reduced by the difference between the monthly price and the annual price for the period already elapsed. Termination under this clause must be made exclusively via [support@atelyr.ai](mailto:support@atelyr.ai).

**6.5** Atelyr may terminate the Agreement with immediate effect if the End Customer breaches the Agreement or applicable laws and regulations.

## 7. AI Services and End Customer Choice

**7.1** The Software enables the End Customer to independently select and connect an AI service provider to the Software. The selection of an AI provider is solely the End Customer's responsibility. Atelyr does not make recommendations regarding specific AI providers.

**7.2** For each available AI provider, Atelyr makes available the information publicly disclosed by that provider, such as certifications, availability guarantees, data location, and GDPR status. This information is provided for informational purposes and is supplied by Atelyr as provided by the relevant provider. Atelyr does not warrant its completeness or accuracy. The End Customer is solely responsible for assessing that information and for selecting a provider that meets their own requirements.

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**7.3** Atelyr is not responsible for and has no influence over the availability, performance, or continuity of the AI service chosen by the End Customer. Outages or reduced availability of an AI service may fully or partially impair the functioning of the Software. Atelyr is not liable for this. See also Article 13 (force majeure).

**7.4** Atelyr is not responsible for the substantive output generated by the AI service. The AI service produces automated results based on the settings, prompts, and knowledge bases configured by the End Customer. The End Customer is solely responsible for the configuration, use, and applicability of that output in their business operations, and for the consequences of decisions made on the basis thereof.

**7.5** When the End Customer selects an AI provider, Atelyr acts as the contracting party and concludes a data processing agreement with the chosen AI provider on behalf of the End Customer, including the applicable safeguards for any transfer of personal data outside the European Economic Area. The selection and configuration of an AI provider via the Software constitutes a documented instruction from the End Customer. Atelyr solely facilitates the technical connection and has no control over, nor insight into, the processing activities carried out by the AI provider. By making their explicit choice, the End Customer assumes all responsibilities arising from the processing of personal data by that provider.

## 8. Intellectual Property

**8.1** All intellectual property rights in the Software, the Website, and all associated documentation vest exclusively in Atelyr.

**8.2** The End Customer is granted solely a non-exclusive, non-transferable, and revocable right to use the Software for the duration of the Subscription.

**8.3** The End Customer is not permitted to copy, reverse-engineer, decompile, or otherwise modify the Software.

## 9. Use of the Software

**9.1** The End Customer shall use the Software exclusively for lawful purposes and in accordance with these Terms and Conditions, Atelyr's Prohibited Use Policy, and applicable laws and regulations.

**9.2** The Prohibited Use Policy describes uses that are in any case not permitted. The Prohibited Use Policy is published on the Website and forms part of the Agreement. In the event of a conflict between these Terms and Conditions and the Prohibited Use Policy, the Prohibited Use Policy prevails to the extent it concerns permitted forms of use.

**9.3** The Software is intended exclusively for business use. Use of the Software for private purposes is not permitted. An End Customer who registers as a consumer acts in breach of these Terms and Conditions, without prejudice to their applicability.

## 10. Privacy and Data Protection

**10.1** Atelyr processes personal data in accordance with the GDPR. The manner in which Atelyr processes personal data as a controller is described in the privacy policy published on the Website. The manner in which Atelyr processes personal data on behalf of the End Customer as a processor is governed by the Data Processing Agreement, which forms an integral part of the Agreement.

**10.2** The End Customer is solely responsible for compliance with the GDPR in respect of personal data processed by them via the Software. The rights and obligations of the parties in this regard are set out in the Data Processing Agreement.

## 11. Liability

**11.1** Atelyr is liable solely for direct damages resulting from an attributable failure on the part of Atelyr.

**11.2** Atelyr is never liable for indirect damages, consequential damages, lost profits, missed savings, or damages resulting from business interruption.

**11.3** Atelyr's liability is at all times limited to the amount paid by the End Customer to Atelyr in the three months preceding the damaging event.

**11.4** Atelyr is not liable for disruptions, outages, or failures of third parties, including but not limited to AI providers, internet service providers, and hosting parties.

**11.5** The End Customer indemnifies Atelyr against claims by third parties arising from the End Customer's use of the Software.

## 12. Availability and Maintenance

**12.1** Atelyr aims for Software availability of at least 99% per calendar month, excluding maintenance as referred to in this article.

**12.2** Atelyr maintains a daily maintenance window from 00:00 to 03:00 Central European Time (CET/CEST). Within this window, Atelyr may temporarily take the Software offline without prior notice for maintenance, updates, or improvements.

**12.3** Outside the maintenance window, Atelyr will announce maintenance with expected availability impact as early as possible via Atelyr's status page, and preferably schedules it outside business hours (daily 08:00-18:00 Central European Time (CET/CEST)).

## 13. Force Majeure

**13.1** Atelyr is not obliged to perform any obligation if performance is prevented by force majeure, including but not limited to: outages at AI providers, internet disruptions, power failures, cyberattacks, government measures, and natural disasters.

**13.2** If the force majeure situation lasts longer than 30 days, either party is entitled to terminate the Agreement without liability for damages.

## 14. Governing Law and Disputes

**14.1** These Terms and Conditions and all Agreements are governed by Dutch law, excluding conflict-of-law rules of private international law.

**14.2** Disputes will be resolved in the first instance through consultation. If the parties fail to reach agreement, the competent court in the district of Noord-Holland shall have exclusive jurisdiction, unless mandatory law prescribes a different court.

## 15. General Provisions

**15.1** If any provision of these Terms and Conditions proves to be void or voidable, this shall not affect the validity of the remaining provisions. The void or voidable provision shall be replaced by operation of law with a valid provision that approximates the intent of the original provision as closely as possible.

**15.2** Atelyr is entitled to transfer its rights and obligations under the Agreement to a third party, subject to notification to the End Customer. The End Customer shall in that case have the right to terminate the Agreement.

**15.3** These Terms and Conditions are published on the Website.

**Atelyr B.V.** Dorpsstraat 324A, 1531 HW Wormer, the Netherlands

Email: [info@atelyr.ai](mailto:info@atelyr.ai)

Website: [www.atelyr.ai](http://www.atelyr.ai)