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# BIZZY TERMS OF SERVICE

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Welcome to Bizzy! These Terms of Service (the **Terms**) govern your access to and use of Bizzy's platform and all related services. They set out the rights and obligations of you (the **Customer**) and Bizzy AI BV in a clear and straightforward way. By using the Platform, you agree to these Terms. Please read them carefully.

## I. DEFINITIONS & APPLICABILITY

### 1. Definitions

**Account**: the personal account of an Authorised User through which the Platform can be accessed, subject to the access rights applicable under the relevant Subscription Package;

**Additional Services**: any services provided by Bizzy beyond the provision of the Subscription, including but not limited to onboarding, training, configuration, consultancy, and integration support, as specified in the relevant Quote;

**Additional Services Fees**: all Fees as described in the relevant Quote for the provision of Additional Services, which are not Subscription Fees;

**Agreement**: the collective terms governing the relationship between the Customer and Bizzy in connection with the Services, including, but not limited to (i) the Quote (where applicable) and (ii) these Terms;

**AI Agent** (or **Agent**): any artificial-intelligence-powered module within the Platform that autonomously or semi-autonomously performs tasks on behalf of the Customer, including but not limited to identifying, qualifying, and enriching leads, generating content, analysis data and – where activated by the Customer – initiating outreach actions such as sending emails to leads;

**API**: the application programming interface made available by Bizzy, through which the Customer can programmatically access and integrate the Platform's functionalities into its own systems and workflows;

**Authorised User**: every individual employed by or working on behalf of the Customer or, where the Customer is a natural person, the Customer itself, who is permitted to access and use the Platform through an Account;

**Bizzy** (or **we** | **us**): the private limited company ("*besloten vennootschap*") Bizzy AI BV, incorporated and existing under the laws of Belgium, with registered office at Padoekstraat 7/103, 9000 Ghent, Belgium, registered in the Register of Legal Entities under VAT number BE 0770.493.071;

**Bizzy Workspace**: the web-based user interface of the Platform, accessible at app.bizzy.ai or such other URL as designated by Bizzy from time to time, through which Authorised Users can access and use the Platform's functionalities;

**CRM Integration**: the connection between the Platform and the Customer's customer relationship management system or other third-party sales and outreach tools, enabling the exchange of lead data and workflow automation;

**Consumer Customer**: a Self-Service Customer who accesses the Platform without acting in a professional capacity, i.e. without a valid VAT number or without acting in the course of a trade, business, craft or profession, as further described in **Article 3.1**;

**Customer**: any person or entity — whether acting in a professional capacity or otherwise — who enters into an agreement with Bizzy for the use of the Platform and Services, including Enterprise Customers, Self-Service Customers, and Consumer Customers;

**Customer Input Data**: all data, information, ICP definitions, configurations, and content submitted by the Customer or its Authorised Users to the Platform, including but not limited to ideal customer profile parameters, target market definitions, and CRM data made available to the Platform via a CRM Integration;

**Enterprise Customer**: a Customer who, contrary to a Self-Service Customer, accesses the Platform pursuant to a separately negotiated Quote agreed with Bizzy, as further described in **Article 4.1**;

**Fee(s)**: the fee(s) payable by the Customer under the Agreement, including Subscription Fees and Additional Services Fees;

**Force Majeure**: any circumstances which (i) were reasonably unforeseeable at the time the Agreement was concluded, (ii) are not attributable to the fault of the party invoking it, and (iii) either create a temporary or definitive inability for a party to perform its obligations, or cause performance to become excessively burdensome. Such circumstances include, but are not limited to, fire, flood, casualty, lockout, strike, unavoidable accident, national calamity, pandemic, export embargo, riot, war, civil commotion, act of God, the act of any legally constituted authority or service disruptions, model changes, or policy changes attributable to Third-Party AI Providers;

**ICP (Ideal Customer Profile)**: the set of parameters and criteria defined by the Customer to describe its target prospect, which the AI Agent uses to identify and qualify leads;

**Lead Database**: the database of B2B company and contact data aggregated and maintained by Bizzy within the Platform, sourced from official company registers, public sources, news sources, company websites, and data partners, and used to power lead recommendations, company profiles, buying signals and related functionalities;

**MCP (Model Context Protocol)**: an open integration protocol that allows the Customer to connect external tools, data sources, and services to the Platform, enabling the Platform to access and use additional context provided by the Customer's own systems;

**Output**: all results, data, lead recommendations, company profiles, contact enrichments, buying signals, and outreach content generated by or through the Platform, including results produced by the AI Agents;

**Platform**: the AI-powered B2B sales intelligence and automation software-as-a-service solution developed and operated by Bizzy, including the Bizzy Workspace, the AI Agent, the Lead Database, advanced search and filter functionalities, saved searches, buying signals, website visitor tracking, pipeline management, and integration capabilities, all as further described on the Website and, where applicable, in the Quote;

**Quote**: a hyperlink quote issued by Bizzy through its quoting platform (Hyperline) and accepted electronically by the Customer via the provided link, containing the commercial and practical arrangements agreed between Bizzy and the Customer, such as the selected Subscription Package, Subscription Term, Fee(s), payment modality, and any Additional Services. A Quote is used exclusively for paying Enterprise Customers; Self-Service Customers and free Account holders do not require a Quote;

**Seat**: a single license entitlement under the Subscription Package, entitling one (1) Authorised User to access and use the Platform. Each Seat may be assigned to only one Authorised User at a time;

**Self-Service Customer**: a Customer who accesses the Platform by creating an Account on the Website, whether through the self-service online checkout process or by registering for a free Account, without a separately negotiated Quote. A Self-Service Customer may be either a professional acting in a business capacity or, where applicable pursuant to **Article 3.1**, a Consumer Customer;

**Services**: all services provided by Bizzy in connection with the Platform, including the provision of Subscriptions and any Additional Services;

**Subscription**: the right granted by Bizzy to the Customer to access and use the Platform for the duration of the Subscription Term, in accordance with the Subscription Package specified in the Quote or selected during the self-service checkout;

**Subscription Fee**: the Fees for the Subscription in accordance with the Agreement;

**Subscription Package**: the tier of Subscription selected by the Customer, specifying the features, usage volumes, number of Seats, and access rights available to the Customer during the Subscription Term, as set out in the Quote or selected during the self-service checkout;

**Subscription Term**: the duration of the Subscription set out in the Quote or selected during the self-service checkout;

**Support**: the technical and functional assistance provided by Bizzy to the Customer in connection with the Services;

**Terms**: these Terms of Service as published on Bizzy's Website;

**Third-Party AI Providers**: the external large language model providers and other artificial intelligence infrastructure providers used by Bizzy for the provision of the Services; and

**Website**: www.bizzy.ai, as well as any subdomains or other/future websites of Bizzy.

## 2. Applicability of the Terms

**2.1.** Unless explicitly determined otherwise in writing, the entire relationship between Bizzy and the Customer for the provision of Services by Bizzy to the Customer, is governed by the following documents. In the event of a conflict between these documents, the following descending order of precedence shall apply: (i) the Quote (where applicable), (ii) these Terms, (iii) Bizzy's Privacy Statement as published on the Website, and (iv) Belgian law.

**2.2.** These Terms are specifically tailored to the use of the Services and govern the relationship between Bizzy and the Customer. Therefore, to use the Services the Customer agrees these Terms shall always take precedence over its own terms and conditions, which shall not be enforceable against Bizzy (even if the Customer declares them the only valid terms).

**2.3.** By requesting a price quote, accepting a Quote, or otherwise commencing use of the Services, the Customer acknowledges that it is aware of and has accepted these Terms.

# II. GENERAL TERMS AND CONDITIONS

## 3. Scope and Customer Classification

**3.1.** The Platform and Services are primarily intended for professional use (B2B). However, where a Self-Service Customer accesses the Platform without acting in a professional capacity (i.e. without a valid VAT number or without acting in the course of a trade, business, craft or profession), such Customer shall be considered a Consumer Customer and the additional provisions set out in **Article 20** shall apply. In the event of a conflict between **Article 20** and any other provision of these Terms, **Article 20** shall prevail to the extent required by applicable mandatory consumer protection law.

**3.2.** The following table provides a high-level overview of the different Customer categories used in these Terms:

| Category | Who? | Why does it matter? |
|---|---|---|
| Customer | Any person or entity that uses the Platform (umbrella term covering all categories below). | All general provisions of these Terms apply to every Customer. |
| Enterprise Customer | A Customer who accesses the Platform pursuant to a separately negotiated Quote. | Specific rules on Quote, Additional Services, separate cancellation process, support levels and invoicing. |
| Self-Service Customer | A Customer who accesses the Platform by creating an Account via the Website (self-service checkout or free registration), without a Quote. | Cancellation via the Platform, payment via checkout, no Quote required. |
| Consumer Customer | A Self-Service Customer who is not acting in a professional capacity (no VAT number, no business activity). | Additional mandatory consumer protections apply, as set out in **Article 20**. |

## 4. Conclusion of the Agreement

**4.1.** For **Enterprise Customers**, the Agreement is concluded upon the Customer's acceptance of a Quote. Bizzy shall determine the scope of the Services together with the Customer and shall subsequently provide a quotation and proposed scope as part of a Quote.

**4.2.** **For Self-Service Customers**, the Agreement is concluded at the moment the Customer completes the online checkout process on the Website, registers for a free Account, or otherwise accepts these Terms. No separate Quote is required for Self-Service Customers unless Bizzy specifies otherwise. Where the Self-Service Customer is a Consumer Customer, the additional provisions of **Article 20** apply, including the rules on precontractual information, the right of withdrawal, and the consequences of requesting immediate commencement of the Services.

**4.3.** The specifications, capabilities, features and other details regarding the Services on the Website, in demos, or in marketing materials are indicative only. Such information only binds Bizzy insofar as explicitly stated in the Agreement.

## 5. The Services

**5.1.** All Bizzy's obligations related to the Services shall be best efforts obligations. Hence, Bizzy shall provide the Services with appropriate care and in good faith, to the best of its understanding, skill and ability, as can reasonably be expected from a professional experienced in services of comparable scope and complexity.

**5.2.** Bizzy expressly disclaims any and all warranties, whether express or implied (including but not limited to any implied warranties of merchantability or fitness for a particular purpose), that the Services shall always be error-free or will meet the Customer's specific requirements. The Customer acknowledges that the Output generated by the Platform is produced by AI-based processes and that its accuracy depends on the quality of the Customer Input Data, the current state of Bizzy's AI models, and the underlying data sources.

**5.3.** The Platform and Services are designed as decision-support and productivity tools. The final responsibility for the reviewing, validating, and acting upon any Output, including lead lists, company profiles, contact data, and outreach content, rests solely with the Customer.

**5.4.** The Customer must not rely on Output without exercising appropriate independent judgement.

**5.5.** Bizzy's Services are limited to what is explicitly set out in the Agreement. Bizzy is entitled to rely on Customer Input Data as provided without having to verify its accuracy, or suitability.

**5.6.** In addition to the Subscription, Bizzy may provide Additional Services to Enterprise Customers as specified in the Quote. Additional Services shall be provided subject to Additional Services Fees. Any requests for customisation or services outside the agreed scope require prior written confirmation (including by email) from both parties.

## 6. The Platform

### 6.1. The Platform

**6.1.1.** The Platform is provided to the Customer "as is". The Customer confirms it shall not place reliance on future development of any functionality, features or data connectivity not already included in the Platform at the time of the Agreement.

**6.1.2.** Bizzy shall use its reasonable endeavours to maintain the availability of the Platform but does not guarantee uninterrupted availability. In the event of availability issues, Bizzy shall restore access as soon as reasonably possible. In any case and where appropriate, Bizzy shall be free to determine what is to be considered an adequate solution.

**6.1.3.** Bizzy does not guarantee that the Platform will operate completely error-free, nor that it will be compatible with all internet browsers, operating systems or software environments.

**6.1.4.** Subject to the terms of the Agreement and the applicable Subscription Package, Bizzy grants the Customer a temporary, limited, non-exclusive, and non-transferable right to access and use the Platform. The Platform is accessible through: (i) the web-based Bizzy Workspace, (ii) an API and webhooks enabling integration of the Platform's functionalities into the Customer's own systems and workflows, (iii) browser extensions, (iv) MCP integrations, and (v) any other access channels made available to the Customer. Where the Customer uses webhooks, MCP integrations, or other integration mechanisms to push data to external systems, the Customer is solely responsible for ensuring that such data transfers comply with applicable law, including data protection obligations. Bizzy reserves the right to modify, replace, or discontinue any access channel upon reasonable prior written notice to the Customer.

### 6.2. The AI Agent and Automated Outreach

**6.2.1.** The Platform includes an AI Agent that can, subject to the Customer's configuration and activation, autonomously or semi-autonomously (i) identify and qualify leads based on the Customer's ICP, (ii) enrich lead profiles with data from publicly available sources, CRM data, call intelligence data, email correspondence, calendar data, and other data made available through the Customer's connected integrations, and (iii) initiate automated outreach actions such as sending emails to leads on the Customer's behalf.

**6.2.2.** The AI Agent learns and adapts based on feedback provided by Authorised Users (such as lead approvals and rejections). The Customer remains fully responsible for the accuracy and completeness of the ICP and for any feedback it provides, as this directly influences the Output generated by the Agent.

**6.2.3.** Where the Customer activates the automated outreach functionality (including automated email sending), the Customer acknowledges and agrees that: (i) it acts as the sender of all outreach communications and bears sole legal responsibility for such communications, regardless of whether outreach is sent fully automatically or subject to prior approval by an Authorised User ("human in the loop"); (ii) all communications sent via the Platform must comply with applicable laws, including but not limited to anti-spam legislation, GDPR, and any applicable commercial email regulations; (iii) Bizzy acts solely as a processor of the outreach instructions provided by the Customer and does not control, review, or validate the content or lawfulness of any outreach communication; and (iv) prior to activating the automated outreach functionality, the Customer warrants that it has obtained all necessary consents or has identified and documented an appropriate lawful basis under applicable data protection law for sending automated communications to each lead, and that it shall maintain such basis for the duration of any outreach campaign. The Customer shall indemnify and hold Bizzy harmless for any claim, fine, or sanction arising from a failure to comply with the foregoing.

### 6.3. CRM Integrations

**6.3.1.** The Platform supports CRM Integrations with external sales and outreach tools (such as Salesforce, HubSpot, or any other tools as listed on the Website). CRM Integrations are optional and allow the Customer to synchronize lead data and to push qualified prospects from the Platform into its existing workflows. The use of the Platform does not require a CRM Integration. Customers who do not activate a CRM Integration may use the Platform through manual input and other available access channels.

**6.3.2.** The Customer is solely responsible for ensuring that any data it makes available to the Platform via a CRM Integration complies with applicable law, including data protection obligations. Bizzy shall not be liable for the consequences of incorrect or unlawful data being shared via a CRM Integration.

**6.3.3.** The availability and correct functioning of CRM Integrations depend in part on third-party platforms and APIs outside Bizzy's control. Bizzy shall use its reasonable endeavours to maintain integrations but does not guarantee their continued availability.

**6.3.4.** Where the Customer does not activate a CRM Integration, **Articles 6.3.2 and 6.3.3** do not apply. In such case, the Customer's use of the Platform is governed solely by the other provisions of the Agreement. For the avoidance of doubt, the absence of a CRM Integration does not affect the Customer's obligations with respect to Customer Input Data submitted to the Platform through other means (such as manual input, ICP configurations, MCP integrations or API connections), which remain subject to the applicable provisions of the Agreement, including **Article 17**.

**6.3.5.** Where the Customer activates a CRM Integration, the Customer acknowledges that Bizzy may, for the purpose of performing the CRM Integration, including in particular the synchronisation and deduplication of lead data, read and access the Customer's full CRM dataset. Such access is strictly limited to what is technically necessary for the performance of the CRM Integration. Bizzy shall not use, store, or otherwise process the Customer's full CRM dataset for any purpose other than the performance of the CRM Integration. The Customer warrants that it has the right to make its CRM data available to Bizzy for this purpose and that doing so complies with all applicable data protection obligations. Bizzy shall not be liable for any incorrect or unintended overwriting of CRM records, except in the case of gross negligence or wilful misconduct by Bizzy.

### 6.4. Data Underlying the Platform

**6.4.1.** The Platform aggregates and presents B2B company and contact data from a range of sources, including official company registers , , news sources, company websites, and data partners.

**6.4.2.** The Customer acknowledges that data available on the Platform is provided on a best-efforts basis. While Bizzy uses reasonable efforts to ensure accuracy and completeness, it does not warrant that the data will be error-free, up-to-date, or suitable for the Customer's specific purposes.

**6.4.3.** Bizzy reserves the right to make changes and/or updates to the Platform's functionality from time to time without prior approval of the Customer, provided such changes do not materially degrade the existing functionalities at the time of acceptance of the Agreement. Bizzy will notify the Customer of material changes via email or via notification in the Platform.

**6.4.4.** The Customer acknowledges that the Platform includes third-party and open-source software.

### 6.5. Use of the Platform

**6.5.1.** Each Authorised User must create a personal Account using a valid email address and credentials provided or approved by the Customer.

**6.5.2.** The Customer is responsible for ensuring that all Authorised Users are aware of and comply with the Agreement.

**6.5.3.** The Customer and its Authorised Users shall use the Platform solely for its internal business purposes and in accordance with the Agreement. The Customer shall not, and shall ensure that its Authorised Users do not:

**(i)** copy, reproduce, translate, adapt, modify, or create derivative works of the Platform or any part thereof;

**(ii)** decompile, disassemble, reverse engineer, or otherwise attempt to derive, reconstruct, or discover the source code, underlying algorithms, model architecture, prompts, or logic of the Platform, whether through technical means, systematic prompting, prompt injection, or any other method;

**(iii)** attempt to access, extract, or infer Bizzy's proprietary data, training data, or system configuration through the use of the Platform;

**(iv)** use the Platform for any purpose that is unlawful, harmful, or fraudulent, or that violates any applicable law or regulation, including data protection and anti-spam laws;

**(v)** sublicense, resell, transfer, or make the Platform available to any third party without the prior written consent of Bizzy;

**(vi)** remove, alter, or obscure any proprietary notices, trademarks, or labels on or within the Platform;

**(vii)** use any robot, spider, scraping tool virus, worm, Trojan horse, or extraction tool with respect to the Platform, other than Bizzy's own supported API and MCP integration mechanisms or other connectors authorized by Bizzy through which the Platform is made available;

**(viii)** access the Platform in a manner intended to avoid incurring Fees;

**(ix)** share, transfer, or permit the use an Account, Seat or login credentials by or with any person other than the individual Authorised User to whom the Seat has been assigned, including other Authorised Users or employees of the Customer;

**(x)** provide access to the Platform or an Account to any third party, including individuals associated with a Bizzy competitor or extract information from the Platform in furtherance of competing with Bizzy; or

**(xi)** permit any third party to engage in any of the foregoing acts.

**6.5.4.** The Customer is responsible for the confidentiality of Account credentials and shall use its best endeavours to prevent or terminate any unauthorised access or use. If unauthorised access is discovered, the Customer shall notify Bizzy immediately.

**6.5.5.** The Customer shall be responsible for procuring and maintaining the network connection(s) and systems required to access the Platform.

**6.5.6.** Bizzy reserves the right to suspend the Customer's access to the Platform, in whole or in part, without prior notice and without liability, in the event of: (i) non-payment of any Fee following a written reminder from Bizzy, or (ii) a material breach of the Agreement by the Customer. Bizzy shall notify the Customer of any such suspension without undue delay and shall restore access once the cause has been adequately remedied.

### 6.6. Website Visitor Tracking

**6.6.1.** The Platform includes a website visitor tracking functionality that allows the Customer to identify companies visiting the Customer's own website, based on IP address matching against Bizzy's data sources (including third-party providers such as Snitcher). To activate this functionality, the Customer must install a tracking snippet (e.g. a piece of JavaScript code) on its own website.

**6.6.2.** The Customer is solely responsible for ensuring that its use of the website visitor tracking functionality complies with all applicable laws and regulations, including but not limited to: (i) applicable cookie legislation and ePrivacy rules (including Directive 2002/58/EC and its national implementations), (ii) applicable data protection law (including GDPR), and (iii) its own website's privacy policy and cookie notice, which must accurately disclose the use of the tracking snippet and the processing of visitors' IP address data. The Customer must ensure that valid consent or another appropriate lawful basis is in place before activating the tracking snippet on its website.

**6.6.3.** Bizzy acts solely as a data processor with respect to the IP address data processed through the website visitor tracking functionality on behalf of the Customer. The Customer acts as data controller for such processing. Bizzy shall not be liable for any failure by the Customer to comply with the obligations set out in this **Article 6.6**.

## 7. Subscription

**7.1.** The Subscription is granted as of the first day of the Subscription Term.

**7.2.** The Customer's right to use the Platform is governed by the Subscription Package selected in the Quote or during the self-service checkout. Each Subscription Package specifies the features, usage volumes, Seats, and access rights available to the Customer. Bizzy reserves the right to introduce usage limits, fair use policies, or volume caps to ensure platform stability. Any such limits that are material will be communicated to the Customer in writing.

**7.3.** The Customer may at any time during the Subscription Term request to upgrade to a higher Subscription Package, purchase additional Seats, or purchase additional credits. Unless otherwise specified in this Article, any such upgrade or addition shall take effect as of the date agreed between the parties and the corresponding additional Fees shall be charged on a pro rata basis for the remainder of the then-current Subscription Term. By way of exception, additional credits shall be billed immediately upon purchase at the full applicable rate.

**7.4.** The Customer may not downgrade to a lower Subscription Package during the then-current Subscription Term. A downgrade to a lower Subscription Package may only take effect upon the commencement of a new Subscription Term following timely notice of the intended downgrade by the Customer.

## 8. Subscription Term and Cancellation

**8.1.** The Subscription Term is specified in the Quote or, for Self-Service Customers, as selected during checkout.

**8.2.** Monthly Subscriptions: The Subscription shall automatically renew for successive monthly periods unless cancelled by the Customer. The Customer may cancel a monthly Subscription at any time with cancellation taking effect at the end of the then-current monthly period. Where the Quote provides for a different cancellation period, the terms of the Quote shall prevail.

**8.3.** Annual Subscriptions: The Subscription shall automatically renew for successive annual periods unless cancelled by the Customer. Self-Service Customer may cancel at any time, with cancellation taking effect at the end of the then-current annual period. Enterprise Customers must give in writing at least one (1) month's prior written notice before the end of the then-current annual Subscription Term. Where the Quote provides for a different notice period, the terms of the Quote shall prev

**8.4.** Bizzy shall send the Customer a renewal reminder notice at least thirty (30) calendar days prior to any automatic renewal, clearly indicating: (i) the renewal date, (ii) the applicable Fee for the renewed period, and (iii) the steps required to cancel prior to renewal. If Bizzy fails to provide this notice within the required timeframe, the Customer shall be entitled to cancel the renewed Subscription without charge within thirty (30) calendar days of receiving the renewal notice, notwithstanding any other provision of these Terms.

**8.5.** Cancellations must be submitted as follows: (i) Self-Service Customers may cancel via the cancellation mechanism provided in the Platform (accessible via account settings) which shall serve as immediate confirmation of the cancellation; (ii) Enterprise Customers must submit cancellation in writing to the email address specified in the Quote or, if none is specified, to billing@bizzy.ai. Bizzy shall confirm receipt of any cancellation notice from an Enterprise Customer within five (5) business days. A cancellation by an Enterprise Customer is only effective upon receipt of Bizzy's written confirmation. In the absence of such confirmation within the five (5) business day period, the Enterprise Customer shall follow up with Bizzy to ensure the cancellation has been duly registered. Self-Service Customers who have registered for a free Account may close their Account at any time via the Platform without further formalities.

**8.6.** Early termination of an annual Subscription by the Customer shall not give rise to a refund of any prepaid Fees, unless such termination results from a material breach by Bizzy, as further set out in **Article 14.2.3**.

## 9. Maintenance

**9.1.** If necessary for any maintenance work or implementation of updates, Bizzy may temporarily interrupt the Platform availability. To the extent possible, maintenance work will take place outside normal business hours.

**9.2.** Bizzy will use its reasonable endeavours to notify the Customer in advance of any planned interruptions. An interruption due to maintenance shall not constitute a fault on the part of Bizzy.

## 10. Fee and Payment

### 10.1. Fee

**10.1.1.** The Customer shall pay to Bizzy the Subscription Fee in accordance with the Subscription Package and payment modality specified in the Quote or selected during checkout.

**10.1.2.** All Fees are, unless explicitly stated otherwise, exclusive of VAT or any other applicable levies or taxes.

**10.1.3.** Bizzy is entitled to index its Fees annually on the anniversary of the Agreement (or, for Self-Service Customers, on the anniversary of the first invoice date), without prior notice to Enterprise Customers, in line with an increase in its costs. The indexed Fee shall be calculated on the basis of the following formula:

$$P = [\ 20\% \times p\ ] + [\ 80\% \times p \times (S/s)\ ]$$

Where:

**(i)** P = the new Fee;

**(ii)** p = the Fee immediately prior to the indexation;

**(iii)** S = the new Agoria wage index published in the month preceding the indexation;

**(iv)** s = the initial Agoria wage index published in the month preceding the acceptance of the Agreement or, for Self-Service Customers, the month preceding the first invoice date, or, if the Fee has been indexed before, the month preceding the last indexation.

For Customers not established in Belgium, Bizzy may apply the annual percentage change in the Harmonised Index of Consumer Prices (HICP) for the European Union as published by Eurostat as an alternative index, at Bizzy's discretion.

**10.1.4.** Fees may only be adjusted upwards pursuant to this Article; no downward adjustment shall apply.

**10.1.5.** Fee adjustments shall take effect upon renewal of the Subscription Term. For Self-Service Customers and Consumer Customers, the updated Fee shall be communicated at least thirty (30) days before taking effect in accordance with **Articles 8.4 and 20.3** respectively, and the Customer may cancel the Subscription in accordance with those Articles if it does not accept the adjusted Fee.

### 10.2. Payment and billing method

**10.2.1.** Subscriptions shall be invoiced in advance at the start of each billing period, monthly or annually, as applicable.

**10.2.2.** Self-Service Customers making payment via the self-service checkout do so via the payment method provided at checkout. Enterprise Customers are invoiced in accordance with the Quote.

**10.2.3.** Unless otherwise agreed, invoices of Bizzy are payable within fifteen (15) calendar days of receipt.

**10.2.4.** Invoices not disputed within eight (8) calendar days after issuance are deemed fully accepted. Any dispute must be notified to Bizzy in writing within that period, in which case the Customer remains obligated to pay the undisputed portion of the invoice in accordance with **Article 10.2.5**.

**10.2.5.** The Customer shall pay the undisputed portion in accordance with these Terms. By concluding an Agreement and relying on the Services of Bizzy, the Customer agrees to electronic invoicing by Bizzy: (i) For transactions falling within the scope of mandatory structured electronic invoicing under applicable law, Bizzy shall issue invoices exclusively in a structured electronic format (Peppol BIS format via the Peppol network, or any other legally compliant structured format). These structured electronic invoices shall constitute the only legally valid invoices. The Customer ensures it has the necessary software and Peppol connection to receive and process such structured invoices. Any technical or organisational issues on the part of the Customer preventing receipt or processing shall not exempt the Customer from its payment obligations. If the Customer is unable to receive a structured invoice and Bizzy, as a courtesy, provides a copy via email, such delivery is at the Customer's own risk and responsibility; (ii) For transactions not yet subject to mandatory structured invoicing, Bizzy shall apply these requirements as soon as they become legally mandatory. Until such time, the Customer accepts that Bizzy may use standard electronic invoicing (e.g., via email).

### 10.3. Late Payment

**10.3.1.** If the Customer fails to pay any invoice by the due date, the Customer shall owe interest on the overdue amount at the rate of one percent (1%) per month, accruing automatically on a daily basis from the due date until actual payment without prior notice from Bizzy.

**10.3.2.** In addition, the Customer shall pay Bizzy five percent (5%) of the outstanding balance, with a minimum of two hundred and fifty euro (€ 250.00), as liquidated damages for collection costs and cash flow impact. This does not prejudice Bizzy's right to claim higher actual damages.

**10.3.3.** Late, incomplete, or non-payment of one invoice will render all other outstanding invoices immediately due and payable.

**10.3.4.** Bizzy is entitled to terminate, suspend or postpone its Services in the event of non-payment in accordance with the Agreement.

## 11. Liability

### 11.1. Bizzy

**11.1.1.** The liability of Bizzy shall always be assessed considering the best efforts nature of its obligations.

**11.1.2.** In the event of any shortcoming, failure, or defect in the Services — including but not limited to missing, inadequate, interrupted, or non-conforming performance — Bizzy's liability is limited (i) to the (renewed) performance of the missing or inadequate Services, or (ii) to provide a compensation for the proportional value of the deficient part of the Services, subject to the limitations set out in **Article 11.1.3**.

**11.1.3.** The total aggregate liability of Bizzy shall in all cases be exclusively limited to direct damages and shall not exceed the Fees paid by the Customer during the last twelve (12) months prior to the event giving rise to this claim.

**11.1.4.** Bizzy shall never be liable for:

**(i)** damage or loss caused by incorrect, incomplete, or unlawful Customer Input Data, instructions or configurations submitted by the Customer or its Authorised Users;

**(ii)** the Customer's use of Output without conducting independent review and validation;

**(iii)** the accuracy, completeness, currency, or legality of data sourced from third-party registries, social networks, news sources, data partners, or any other external data sources integrated into or used by the Platform, nor for any errors, omissions, or changes in such data that are beyond Bizzy's control;

**(iv)** any damage arising from automated outreach communications sent by the AI Agent at the Customer's instruction, including any claims by the recipients under anti-spam or data protection law;

**(v)** the Customer's failure to comply with applicable law in its use of the Platform, including data protection, anti-spam, or commercial communications legislation;

**(vi)** damage resulting from malfunctions or defects in network connections, devices, or infrastructure belonging to the Customer or its Authorised Users;

**(vii)** loss or damage arising from the Customer's failure to set up, configure, or maintain a CRM Integration correctly;

**(viii)** damage caused by the Customer's submission of personal data to the Platform other than as permitted under **Article 17**;

**(ix)** damage caused by theft or loss of the Account credentials due to the Customer's negligence;

**(x)** damage caused by Force Majeure in accordance with **Article 13**;

**(xi)** indirect and consequential damage, including, but not limited to, loss of profit, loss of savings, loss of revenue, business interruption and damage to third parties; or

**(xii)** any damage or loss caused by circumstances outside of the reasonable control of Bizzy, including but not limited to: (a) failures, interruptions, errors, or limitations in the functioning of third-party APIs, webhooks, or integrations used by or in connection with the Platform; (b) changes to third-party platforms or services that affect the interoperability or performance of the Platform; or (c) acts or omissions of third-party providers, subcontractors, or infrastructure providers.

**11.1.5.** The Customer expressly acknowledges and accepts that Bizzy relies on auxiliary persons in the performance of the Agreement. In accordance with article 6.3 of the Belgian Civil Code, the Customer waives the right to bring direct claims against Bizzy's directors, employees, and permanent self-employed service providers (including commercial agents and managers, but excluding incidentally or project based third parties such as subcontractors or freelancers) for faults in the performance of the Agreement, (excluding fraud, deceit, intent, or criminal offence).

### 11.2. The Customer

**11.2.1.** The Customer shall defend, indemnify and hold Bizzy harmless against all claims from third parties arising from the Customer's incorrect, unlawful, or negligent use of the Platform or Services, including but not limited to claims arising from outreach communications sent via the Platform. This indemnity covers all damages, compensations, and legal costs (including reasonable legal fees) provided Bizzy notifies the Customer of any such claim as soon as reasonably practicable.

## 12. Support

**12.1.** The Customer may contact Bizzy's support team at support@bizzy.ai for assistance or enquiries in connection with the Services.

**12.2.** Support is included in the Subscription for standard technical assistance. For Enterprise Customers, enhanced support levels may be agreed upon in the Quote and invoiced separately as an Additional Services Fee. Self-Service Customers are entitled to standard support only, unless Bizzy expressly agrees otherwise in writing.

**12.3.** The Customer must provide all necessary information and cooperation to enable Bizzy's support team to assist effectively, including a detailed description of any issue and the circumstances in which it occurred.

**12.4.** Bizzy's support team will respond to support requests as soon as reasonably practicable. Response times for Enterprise Customers may be specified in the Quote.

## 13. Force Majeure

**13.1.** In the event of Force Majeure, the affected party shall (i) notify the other party within one (1) month of the inception of the Force Majeure event, and (ii) inform the other party of expected duration.

**13.2.** In the event of Force Majeure, each party may temporarily suspend performance of its obligations without liability for damages.

**13.3.** A Force Majeure situation lasting more than three (3) months shall entitle either party to terminate the Agreement with immediate effect by written notice, without judicial intervention and without liability.

**13.4.** To the extent not covered by Articles 13.1 to 13.3, if the performance of the Agreement has become excessively burdensome due to a change in circumstances that was unforeseeable at the time of the conclusion of the Agreement and that is not attributable to the affected party, that party may request the other party to renegotiate the terms of the Agreement with a view to adapting or terminating it. In case the parties have negotiated in good faith for a minimum of one (1) month without having reached an agreement, both parties shall have the right to terminate the Agreement through notice served on the other party by registered letter.

## 14. Termination

### 14.1. Expiry

**14.1.1.** The Agreement commences on the date of acceptance of the first Quote or, for Self-Service Customers, upon completion of the self-service checkout or registration for a free Account. The Subscription Term shall commence on the start date specified in the Quote or, for Self-Service Customers, on the date of checkout or Account registration, which may differ from the date of acceptance of the Agreement. The Agreement continues until the expiry or termination of all Subscription Terms, unless terminated earlier in accordance with this Article.

### 14.2. Grounds for Early Termination

**14.2.1.** Bizzy may terminate the Agreement by written notice (including by email or registered mail) for material breach, automatically and without definitive court decision if the Customer has committed a material breach and fails to remedy such breach within fifteen (15) calendar days of written notice of default by Bizzy. Bizzy will consider (amongst others) the following events as a material breach:

**(i)** repeated failure to pay invoices when payment is due;

**(ii)** unauthorised or unlawful use of the Platform and/or Services; or

**(iii)** intellectual property infringement (see **Article 16**).

**14.2.2.** The Agreement may be terminated immediately if an insolvency event occurs on the part of the other party, i.e. a party ceases to pay its debts or ceases its activities, files for bankruptcy, liquidation of the legal entity or enters proceedings in receivership or judicial reorganisation proceedings.

**14.2.3.** Bizzy shall never be obligated to refund the Customer any Fees if the Customer terminates the Agreement during an annual Subscription Term without the termination being the result of a material breach of Bizzy. The Customer is still obligated to pay all Fees set out in the Agreement.

### 14.3. Consequences of Termination

**14.3.1.** Regardless of the cause for termination:

**(i)** the Customer's right to access and use the Platform shall immediately cease, and Bizzy shall deactivate all Accounts associated with the Customer without further notice

**(ii)** Bizzy shall stop performing its Services;

**(iii)** the Customer shall discontinue the use of the Platform and will return or destroy Bizzy's confidential information and proprietary material in its possession;

**(iv)** all outstanding Fees shall immediately become due and payable;

**(v)** the Customer shall have thirty (30) calendar days following termination or expiry of the Agreement to request an export of its Output and Customer Input Data stored on the Platform. After the expiry of this period, Bizzy has no further obligation to retain such data and may permanently delete it; and

**(vi)** Bizzy shall be entitled to refuse any future Agreements with the Customer.

**14.3.2. Articles 11, 15, 16, 17, and 22**shall survive the termination of the Agreement and continue in full force and effect.

## 15. Confidentiality

**15.1.** All information marked as confidential or reasonably to be considered confidential, disclosed by either party to the other party prior to or during the Agreement, shall be treated with strict confidentiality.

**15.2.** The receiving party shall:

**(i)** not use, reproduce, or divulge confidential information for any purpose, other than as strictly necessary for the performance of the Agreement;

**(ii)** not engage in, nor authorise, any reverse engineering, or disassembly of the source code, structure or any other confidential information; and

**(iii)** not derive any commercial benefit from the confidential information.

**15.3.** This confidentiality obligation applies during the Agreement and for three (3) years after its expiry or termination.

**15.4.** In case of breach of confidentiality by the Customer, the Customer shall pay Bizzy a lump-sum compensation equal to five thousand euros (€ 5,000.00) per individual breach, without prejudice to Bizzy's right to claim full compensation for actual damages exceeding this amount.

## 16. Intellectual Property Rights

**16.1.** Bizzy is and shall remain the exclusive owner of all intellectual property rights in and to the Platform, including its software, source code, algorithms, AI models (including those powering the AI Agent), training methodologies, system architecture, user interface, documentation, and all updates and upgrades thereto. Nothing in the Agreement transfers or licenses any intellectual property rights in the Platform to the Customer beyond the limited right to access and use the Platform as explicitly set out in the Agreement.

**16.2.** The Customer is and shall remain the exclusive owner of all intellectual property rights in and to the Customer Input Data. The Customer grants Bizzy a non-exclusive, royalty-free, worldwide licence to access, process, and use the Customer Input Data for (i) the performance of the Services, and (ii) the improvement and development of the Platform and Services, including training of AI models and generating anonymised market benchmarks – provided that such use does not involve sharing individual Customer CRM data or identifiable Customer information with other customers or third parties. For the avoidance of doubt, Bizzy shall not use individual, identifiable Customer Input Data to train AI models whose outputs are made available to other customers. Only anonymised and aggregated data derived from Customer interactions may be used for model improvement purposes. Bizzy shall implement appropriate technical and organisational measures to ensure that individual Customer Input Data cannot be reverse-engineered or re-identified from such anonymised data.

**16.3.** Subject to full payment of applicable Fees, Bizzy grants the Customer a non-exclusive, royalty-free licence to use the Output for its internal business purposes. The Customer acknowledges that similar or identical Output may be generated for other Bizzy customers and that Bizzy may use aggregated or anonymised Output for platform improvement.

**16.4.** Bizzy may reference the Customer's name and logo on its Website and in its commercial materials as an indication of its customer base, unless the Customer objects in writing. Each party shall use the other party's name and logo in accordance with any brand guidelines communicated by the relevant party.

**16.5.** In case of breach of this Article by the Customer, the Customer shall pay Bizzy a lump-sum compensation equal to five thousand euros (€ 5,000.00) per individual breach, without prejudice to Bizzy's right to claim full compensation for actual damages exceeding this amount.

## 17. Privacy and Data Protection

**17.1.** Bizzy processes personal data of the Customer's Authorised Users (such as name and email address) as data controller, in accordance with Bizzy's Privacy Statement as published on the Website.

**17.2.** The Platform is designed to process B2B company and contact data. The Customer acknowledges that (i) certain contact data available on the Platform relates to individual professionals and constitutes personal data under applicable data protection law, (ii) the use of such contact data – including for prospecting and outreach – must be carried out in compliance with applicable data protection law (including GDPR and E-privacy Directive), and (iii) the Customer is responsible for ensuring that its use of the Platform complies with its own data protection obligations as (co-)controller.

**17.3.** To the extent Bizzy processes personal data on behalf of the Customer as a data processor (for example in the context of CRM Integrations, the processing of the Customer's contact lists uploaded into the Platform, or the transmission of Customer data through third-party API and MCP integration mechanisms), the parties shall enter into a Data Processing Agreement governing such processing.

**17.4.** The Customer acknowledges that Bizzy's approach to GDPR compliance with respect to the Lead Database is set out in the relevant documentation published on the Website, as updated from time to time.

**17.5.** The Customer acknowledges that, in connection with the provision of the Services, Bizzy may transfer personal data to Third-Party AI Providers established outside the European Economic Area (including in the United States). Such transfers are made pursuant to appropriate safeguards in accordance with applicable data protection law, including, where required, an adequacy decision adopted by the European Commission pursuant to article 45 GDPR, the European Commission's Standard Contractual Clauses (SCCs) or any successor mechanism or other equivalent mechanism that guarantees a level of protection for the personal data substantially equivalent to that guaranteed above. Details of the applicable transfer mechanisms are set out in the Data Processing Agreement and Bizzy's Privacy Statement as published on the Website. Customers established outside the European Union acknowledge that additional privacy and data protection legislation may apply to their use of the Platform, depending on their jurisdiction of establishment and the personal data they process through the Platform (including, where applicable, the California Consumer Privacy Act (CCPA), Canada's Personal Information Protection and Electronic Documents Act (PIPEDA), or the Australian Privacy Act 1988). Bizzy may issue jurisdiction-specific privacy notices or addenda for such markets. The Customer is responsible for assessing and complying with any such additional requirements applicable to it.

**17.6.** Where the Customer accesses or connects the Platform through a third-party AI marketplace or assistant (such as those operated by Third-Party AI Providers), the Customer acknowledges and agrees that: (i) certain Customer data, including customer contact data (such as names, business email addresses, phone numbers, and job titles), may be transmitted to and processed by the relevant Third-Party AI Provider in connection with the use of the connector; (ii) such processing by the Third-Party AI Provider is subject to that provider's own terms of service and privacy policy, which the Customer should review prior to activating the connector; (iii) Bizzy shall disclose the categories of data transmitted and the identity of the Third-Party AI Provider in its Privacy Statement as published on the Website; and (iv) Bizzy shall not be liable for the processing of Customer data by the Third-Party AI Provider once the data has been transmitted to that provider, except to the extent that such processing is governed by the Data Processing Agreement between Bizzy and the Customer.

## 18. Changes to the Terms

**18.1.** Bizzy reserves the right to amend these Terms at any time. Amended Terms shall take effect upon thirty (30) calendar days' written notice to the Customer. If the Customer does not accept the amended Terms, it may terminate the Agreement in writing prior to the effective date of the amendment. In such case, the Customer shall pay all Fees due and outstanding up to the date of termination but shall not be obligated to pay Fees for the remaining Subscription Term.

## 19. Netting

**19.1.** To the extent permitted by applicable law, any mutual debts between Bizzy and the Customer that are certain, fixed and due and payable shall be automatically offset against each other by operation of law. The smaller debt shall be extinguished to the extent of the larger, and only the balance of the larger debt shall remain outstanding.

## 20. Additional Provisions for Consumer Customers

### 20.1. Consumer Customers – Scope and Application

**20.1.1.** This Article applies exclusively to Consumer Customers. To the extent any provision of these Terms conflicts with mandatory consumer protection law applicable to Consumer Customers (including Belgian Book VI of the Code of Economic Law and applicable EU consumer directives), the mandatory rules shall prevail. All other provisions of these Terms remain applicable to Consumer Customers to the extent permitted by law.

### 20.2. Consumer Customers – Right of Withdrawal

**20.2.1.** Consumer Customers have the right to withdraw from the Agreement without giving any reason within fourteen (14) calendar days of the date on which the Agreement was concluded (the "**Withdrawal Period**"). To exercise the right of withdrawal, the Consumer Customer must notify Bizzy before the expiry of the Withdrawal Period by means of a clear and unambiguous statement sent to support@bizzy.ai.

**20.2.2.** By expressly requesting that the Services commence before the expiry of the Withdrawal Period, the Consumer Customer acknowledges that: (i) Bizzy may begin performance of the Services immediately upon conclusion of the Agreement; and (ii) if the Services have been fully performed within the Withdrawal Period, the Consumer Customer loses the right of withdrawal. If the Services have only been partially performed, Bizzy shall be entitled to retain a proportionate amount of the Subscription Fee corresponding to the Services already rendered prior to the exercise of the right of withdrawal.

### 20.3. Consumer Customers – Automatic Renewal

**20.3.1.** The renewal notice obligations set out in **Article 8.4** apply equally to Consumer Customers. These provisions apply without prejudice to any additional rights granted to Consumer Customers under applicable mandatory consumer protection law (including Belgian Book VI of the Code of Economic Law and applicable EU consumer directives).

### 20.4. Consumer Customers – Limitation of Liability

**20.4.1.** The limitations on Bizzy's liability set out in **Article 11** apply to Consumer Customers only to the extent permitted by mandatory consumer protection law. In particular, Bizzy's liability towards Consumer Customers for damage caused by defective services shall not be excluded or limited below the minimum standards required by applicable law.

### 20.5. Consumer Customers – Late Payment

**20.5.1.** The interest rate and collection cost provisions set out in **Article 10.3** apply to Consumer Customers only to the extent permitted by applicable consumer protection law. Where mandatory law prescribes a lower rate or limits the recoverable collection costs, those mandatory limits shall apply.

### 20.6. Consumer Customers – Dispute Resolution

**20.6.1.** Consumer Customers may submit complaints to Bizzy via support@bizzy.ai. Consumer Customers established in Belgium may also refer disputes to the Consumer Mediation Service (*Service de Médiation pour le Consommateur / Consumentenombudsdienst*) at www.consumentenombudsdienst.be. Consumer Customers in other EU member states may use the European Online Dispute Resolution platform at https://ec.europa.eu/consumers/odr. The foregoing is without prejudice to the Consumer Customer's right to bring proceedings before the competent courts.

### 20.7. Consumer Customers – Applicable Law and Jurisdiction

**20.7.1.** Notwithstanding **Article 22**, Consumer Customers established in the European Union may also rely on the mandatory consumer protection provisions of the law of their country of habitual residence, and may bring proceedings before the courts of that country, to the extent required by applicable EU law (including Regulation (EU) No 1215/2012).

## 21. Miscellaneous

### 21.1. Waiver

**21.1.1.** Any failure or delay by Bizzy in executing the Agreement shall not operate as a waiver of that right. Any waiver must be express and in writing.

### 21.2. Notices

**21.2.1.** Any notice to be given under the Agreement shall be deemed duly given when sent by email. It shall be deemed received one (1) working day after the dispatch.

### 21.3. Severability

**21.3.1.** If any provision of these Terms is held invalid, unlawful, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect.

**21.3.2.** The parties shall negotiate in good faith to replace any invalid provision with a valid one that achieves, as closely as possible, the same effect.

### 21.4. Non-Transfer

**21.4.1.** The Customer may not assign or transfer its rights or obligations under the Agreement without the prior written consent of Bizzy.

**21.4.2.** Bizzy may assign or transfer the Agreement to a third party, including in the context of a corporate restructuring or change of control.

### 21.5. Entire Agreement

**21.5.1.** The Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements relating thereto. It may only be amended in writing by both parties.

**21.5.2.** The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

### 21.6. No Partnership

**21.6.1.** Nothing in this Agreement creates or shall be deemed to create a partnership, joint venture, or agency relationship between the parties.

## 22. Jurisdiction and Applicable Law

### 22.1. Jurisdiction

All disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of Ghent (Belgium).

### 22.2. Applicable Law

The Agreement is governed by and construed in accordance with the laws of Belgium, to the exclusion of all conflict of laws rules.