

General Terms and Conditions GriplQ.AI by Allcos BV (version May 2026)

1. General provisions

1.1 These general terms and conditions (the ‘General Terms and Conditions’) govern and control access to and use of the GriplQ.AI by ALLCOS BV software platform, including all associated applications, modules, APIs, models, algorithms, data sources, AI functionalities, output and documentation made available by ALLCOS BV to the Customer in connection with the Service, as well as any agreed support services and other expressly agreed related services (together, the ‘Service’), offered by ALLCOS BV, with registered office at Van de Wervestraat 20, box 102, 2060 Antwerp, Belgium, company number 0690.888.240 (hereinafter ‘ALLCOS BV’). Third-party data sources, integrations or components form part of the Service only insofar as ALLCOS BV expressly offers them as part of the Service. Output from the Service forms part of the Service only to the extent generated by the platform’s functionalities, without prejudice to the provisions of these General Terms and Conditions concerning the nature, limitations and use of that output.

1.2 Every agreement with ALLCOS BV concerning the Service (hereinafter the ‘Agreement’) is entered into subject to, and is governed exclusively by, (i) the terms set out in the latest quotation or order confirmation issued by ALLCOS BV, or the contract between ALLCOS BV and the Customer concerning the Service (the ‘Special Terms and Conditions’) and, subsidiarily, (ii) these General Terms and Conditions. The Special Terms and Conditions prevail over the General Terms and Conditions. The general and special terms and conditions of the contracting party (the ‘Customer’) are expressly excluded and do not apply, even if referred to in a request, purchase order, order confirmation, contract or any other document issued or used by the Customer. Signature or acceptance by or on behalf of ALLCOS BV of a document issued by the Customer does not in itself constitute acceptance of any provision contained therein that deviates from or conflicts with the Special Terms and Conditions or these General Terms and Conditions. Deviations from or additions to these General Terms and Conditions are valid only if expressly accepted in writing by an authorised representative of ALLCOS BV and apply solely to the agreement for which they were accepted.

2. Definitions

2.1 The capitalised terms listed below, as well as terms given a specific meaning elsewhere in these General Terms and Conditions, always have that contractual meaning in these General Terms and Conditions, to the exclusion of any other legal, technical or linguistic meaning (unless the context clearly indicates that another meaning was intended):

- ‘Authorised User’ means any end user of the Customer authorised by the Customer to use the Service;
- ‘Applicable Data Protection Legislation’ means: (a) the General Data Protection Regulation (EU) 2016/679 of 27 April 2016 (‘GDPR’), (b) the Belgian Data Protection Act of 30 July 2018, (c) all other applicable data protection and privacy laws and regulations governing the processing of personal data under the Agreement, and (d) any amendments to or replacements of the aforementioned legislation;
- ‘Bug’ means an error, defect or malfunction in a computer program or system that causes it to produce an incorrect or unexpected result, or to behave in an unintended manner;
- ‘Hosting Environment’ means the servers (including related and ancillary facilities) on which the Service is installed and which are accessible via the internet or another network;

- 'Login Credentials' means the authentication details, such as a username and password, used to access the Service;
- 'Materials' means the data, input and information uploaded to the Service by the Customer or its Authorised Users;
- 'Purposes' means the purposes for which the Service was developed, as stated on ALLCOS BV's website relating to the Service (www.gripiq.ai) and, where applicable, further described in the quotation or any other documents issued by ALLCOS BV that form part of the contractual relationship between the parties (excluding, however, documents issued by the Customer).

Defined or capitalised terms used without a capital letter retain their ordinary meaning under general law or language.

3. Access use and restrictions

3.1 The Customer is granted a mere right to use the dashboard, (user) interface, application or software of the Service. This right of use applies only for the term of the Agreement, is non-exclusive and non-transferable, and entitles the Customer only to use the Service to process data belonging to its own organisation. This right includes the right to grant the agreed number of Authorised Users access to the Service through their Login Credentials.

3.2 The Login Credentials are personal, non-transferable and confidential. The Customer shall ensure that every Authorised User takes all reasonable measures to prevent unauthorised persons from learning the Login Credentials and shall immediately notify ALLCOS BV if it becomes aware of any unauthorised use of the Login Credentials or any other breach of the security measures relating to the Service.

3.3 The Customer shall not use the Service for the benefit of a third party and/or allow a third party to use the Service, unless expressly provided otherwise in the Special Terms and Conditions. The Customer may not transfer or provide the Login Credentials to a third party, disclose them to or allow them to be inspected by a third party, or otherwise make them available.

3.4 If ALLCOS BV establishes or reasonably suspects that unauthorised persons are or may be using the Login Credentials ('unauthorised use'), or if the Customer notifies ALLCOS BV of such use by email, ALLCOS BV may immediately block access to the Service through the relevant Login Credentials without prior notice to the Customer. In that case, ALLCOS BV shall inform the Customer of the unauthorised use and/or the blocking of the Login Credentials. Following such blocking, the Customer must request replacement Login Credentials.

3.5 The Customer shall ensure that Authorised Users use the Login Credentials with due care. The Customer is responsible for the consequences of the use of the Login Credentials by Authorised Users and is liable to ALLCOS BV for any loss arising from use of the Login Credentials contrary to the Agreement. The Customer shall indemnify ALLCOS BV against any related third-party claims.

3.6 ALLCOS BV is entitled to terminate, temporarily or permanently and in whole or in part, access to and use of the Service by Authorised Users with immediate effect and without prior notice or default notice, without owing any compensation to the Customer, if: (i) ALLCOS BV is required to do so under an applicable rule of law or court decision; (ii) the Customer or an Authorised User acts contrary to the Agreement; and/or (iii) a third party acts contrary to the Agreement through an Authorised User's account.

3.7 ALLCOS BV has the right to take all or part of the Service temporarily out of operation for maintenance purposes or for security reasons. ALLCOS BV shall not keep the Service out of operation for longer than necessary and, insofar as the circumstances permit, shall do so after giving the Customer prior notice.

4. Customer obligations

4.1 The Customer is responsible for establishing and maintaining a data communication connection to the internet or another network necessary to access the Hosting Environment on which the Service is installed.

4.2 The Customer shall take appropriate technical and organisational measures to protect its equipment, infrastructure and data communication connection against viruses, malware and similar threats and to prevent unauthorised third parties from gaining access to the Service and/or the Hosting Environment through the use of the Service.

4.3 The Customer shall supervise and ensure that Authorised Users comply with the Agreement insofar as it applies to their use of the Service and follow the procedures and usage instructions provided by ALLCOS BV through the Service. The Customer shall indemnify ALLCOS BV against third-party claims relating to the use of the Service by its Authorised Users.

4.4 The Service is made available solely, and may be used by the Customer solely, for the Purposes for which the Service was developed. The Customer acknowledges and accepts that any use of the Service outside the Purposes is entirely at the Customer's own responsibility and risk. ALLCOS BV accepts no liability for any loss arising from or connected with use of the Service outside its Purposes.

5. Changes to the Service

5.1 ALLCOS BV reserves the right to make changes to the functionalities, structure, interface or other aspects of the Service at any time and without prior notice to the Customer. The Customer accepts that such changes cannot give rise to a price reduction, damages, rescission or other termination of the Agreement if their purpose is to resolve Bugs, enable the applications or software to run on newer versions of operating systems, improve their functionality, bring them into line with changing legislation, or if they are implemented for any other valid reason within the meaning of Article VI.95/1, 1° of the Belgian Code of Economic Law. In the event of changes that cannot be justified by a valid reason within the meaning of Article VI.95/1, 1° of the Belgian Code of Economic Law or that result in core functionalities of the Service being lost or no longer functioning properly, and except where the Customer has previously expressly or implicitly accepted those changes, the Customer may terminate the Agreement free of charge within thirty (30) calendar days. In that case, the Customer shall also be entitled to reimbursement of the portion of the subscription price (insofar as paid by the Customer) relating to the cancelled portion of the subscription term. The portion of the subscription price proportionate to the subscription term up to the end date resulting from the aforementioned termination shall remain definitively acquired by ALLCOS BV.

5.2 Changes to the functionalities, structure, interface or other aspects of the Service shall in any event be deemed accepted by the Customer if the Customer has not objected to the changes within fifteen (15) days after it starts using the modified application or software or after the changes are implemented for the Customer.

6. Third party components

6.1 Where the Service depends on external suppliers or data sources, the availability of those external services is beyond ALLCOS BV's control. If a third party ceases to supply a necessary component, ALLCOS BV shall notify the Customer and use reasonable efforts to find a suitable alternative or appropriate solution.

6.2 Insofar as ALLCOS BV grants the Customer any warranty relating to the Service under the Agreement, the duration and scope of that warranty shall in any event be limited to the warranty that ALLCOS BV itself receives from its supplier or another third party. The Customer accepts and acknowledges that ALLCOS BV may invoke against the Customer the same defences, exclusions and warranty limitations that the supplier or other third party may invoke against ALLCOS BV.

7. Warranty

7.1 ALLCOS BV shall provide access to the Service in a professional manner, exercising all reasonable skill and care.

7.2 ALLCOS BV supplies, and the Customer accepts, all software, applications, modules, APIs, models, algorithms, data sources, AI functionalities and all other elements or components of the Service in their current state ('as is') and as available, without any express or implied warranty or guarantee. ALLCOS BV does not warrant in any way that the Service will operate and remain available without interruption, errors or malfunctions, or that it will meet the Customer's specific requirements or expectations. The Customer acknowledges that the operation and availability of the Service also depend on third parties, external sources, integrations, communication networks and other factors beyond ALLCOS BV's reasonable control. Given the inherent nature of software and computer configurations, error-free operation and the absence of data loss cannot be guaranteed. ALLCOS BV cannot be held liable for loss of data.

7.3 ALLCOS BV is not bound by specified service levels, intervention times or any other obligation to achieve a result regarding support, maintenance, availability or error resolution. ALLCOS BV shall nevertheless use reasonable efforts, on business days during normal office hours, to assist the Customer to the extent possible if problems arise with the Service. In the event of a Bug or other malfunction of the Service, ALLCOS BV shall use reasonable efforts to investigate it within a reasonable period and, where reasonably possible, restore the Service to proper operation. ALLCOS BV does not, however, assume any obligation to achieve a result in this regard.

7.4 The Customer acknowledges that the Service serves solely as an automated tool for collecting, structuring and displaying data concerning market insights, online profiling, buying signals and potential growth opportunities. All insights, signals and other output generated by the Service are purely informational and indicative. Such output does not constitute advice, a recommendation, guidance or a decision of any kind on behalf of ALLCOS BV and may not be regarded as a substitute for professional assessment or specialised services.

7.5 The Customer remains solely responsible for interpreting, evaluating, verifying and using the information and output provided by the Service, and for decisions made on that basis. The Customer declares that it is aware that the output is generated by artificial intelligence (AI) and that the correctness, accuracy, completeness, currency, suitability and reliability of that output cannot in any way be guaranteed, particularly because AI systems inherently make errors, including because they operate on the basis of models and probabilities and use underlying data whose accuracy likewise cannot be verified. The Customer must, where necessary, carry out additional checks or analyses before relying on such information or output or making decisions on that basis. To the extent permitted by law, the Customer expressly releases ALLCOS BV from

every warranty and indemnification obligation concerning the correctness, accuracy, completeness, currency, suitability or reliability of the insights, buying signals and other output generated by the Service.

8. Indemnity and limitations of liability

8.1 In the event of Bugs or other defects in the Service, ALLCOS BV is required only to correct or remedy, free of charge, the Bugs or other defects reported by the Customer, within reasonable limits and using reasonable efforts. ALLCOS BV's indemnity and warranty obligations are therefore limited to labour costs, excluding, among other things, indirect or non-material loss, and the Customer may not claim any damages on any ground whatsoever. If such correction or remedy is not possible, the Customer is entitled solely to reimbursement of the price paid for the Service concerned.

8.2 ALLCOS BV may be liable only in the event of wilful misconduct or gross negligence or, except in cases of force majeure, for failure to perform essential obligations. ALLCOS BV is under no circumstances liable for financial or commercial loss, loss of data, loss of use, loss of contracts or business opportunities, loss of profit, loss of customers or any other indirect or consequential loss.

Except for intentionally caused loss, any potential liability of ALLCOS BV, whether contractual or non-contractual, is furthermore limited to the total fees paid or payable by the Customer to ALLCOS BV for the Service during the twelve (12) months preceding the event giving rise to the claim. If the relevant liability of ALLCOS BV is actually insured and the policy provides higher cover, the maximum liability shall nevertheless be capped at the amounts effectively covered by the insurer (without this entailing any obligation to take out liability insurance).

8.3 In the event of loss for which both ALLCOS BV and third parties and/or the Customer are jointly responsible, ALLCOS BV is liable only to the extent that its fault or faults contributed to the loss. Any form of joint and several or in solidum liability of ALLCOS BV is excluded. If ALLCOS BV's share of fault in particular loss cannot be determined, ALLCOS BV shall be liable at most for the portion of the loss equal to the total amount of the loss divided by the number of persons liable for that loss.

8.4 Compensation for loss caused by a fault or omission that also constitutes non-performance of a contractual obligation (i) shall, to the extent permitted by law, be governed exclusively by the rules of contract law, excluding the possibility of claiming compensation under the law of non-contractual liability, even where the event giving rise to the loss also constitutes a tort, and (ii) shall, to the extent permitted by law, constitute grounds for a liability claim against ALLCOS BV only, excluding the possibility of bringing a liability claim against a director, employee or other auxiliary of ALLCOS BV, even where the event giving rise to the loss constitutes a tort on the part of that director, employee or other auxiliary.

8.5 The exclusions and limitations of liability arising from this Article or any other clause of the Agreement apply to the extent permitted by law and are without prejudice to any rights the Customer may derive from applicable mandatory provisions. If and to the extent that a provision excludes or limits liability where this cannot lawfully be agreed, the scope and applicability of that provision shall by operation of law be reduced and limited to situations in which the exclusion or limitation of liability is legally permissible.

9. Term

9.1 A subscription to the Service is entered into for a term of (at least) 6 months. After the initial term, a subscription is automatically renewed each time for a period of 6 months, unless the Customer or ALLCOS BV terminates the Agreement at least 1 month in advance. The subscription is renewed on the same terms, subject to any adjustment of the price or other terms by ALLCOS BV.

10. Invoices payment and termination

10.1 The price of the Service is invoiced to the Customer semi-annually in advance (initially at the start of the Agreement and thereafter each time 6 months after the previous invoice date).

10.2 The Customer must check ALLCOS BV's invoices immediately upon receipt. Without prejudice to any earlier express or tacit acceptance, the Customer shall be irrefutably deemed to have accepted an invoice from ALLCOS BV if it has not submitted a reasoned objection within 8 calendar days after receipt of the invoice.

10.3 ALLCOS BV's invoices are payable no later than 30 days after the invoice date. From the due date, automatically and without prior notice of default, the Customer shall owe default interest of 12% per annum or interest equal to the default interest provided for in the Belgian Act of 2 August 2002 on combating late payment in commercial transactions plus two percentage points, whichever is higher, as well as fixed compensation (in addition to all court and enforcement costs and as compensation for all possible costs arising from non-payment, such as collection and administration costs, etc.) of 10% of the overdue amount, with a minimum of EUR 125 and a maximum of EUR 2,500 per invoice.

In the event of late payment, ALLCOS BV has the right to suspend the (further) performance of the Agreement with the Customer by temporarily blocking access to and use of the Service. If part or all of an invoice is not paid by the stipulated due date, the balance of all other invoices, even if not yet due, shall automatically become immediately payable.

10.4 If the Customer fails to perform its obligations, ALLCOS BV may choose either to seek specific performance or to terminate the agreement in whole or in part to the Customer's detriment. If the Agreement is terminated at the Customer's expense, the Customer undertakes to pay fixed compensation set at 30% of the total contract value, without prejudice to ALLCOS BV's right to recover its greater loss and any court costs.

11. Consequences of termination of the Agreement

The Customer shall ensure that it has downloaded all Materials before the Agreement ends. If the Customer is unable to complete the download in time, ALLCOS BV may grant one additional month of access to the Service solely for the purpose of downloading the Materials. The usual fee shall apply. At the Customer's request, ALLCOS BV shall provide assistance with the download. Such assistance shall be invoiced separately.

12. Intellectual property rights

All intellectual property rights, including copyrights and database rights and any other rights relating to the Service, the dashboard and the other applications or software made available to the Customer, remain the exclusive property of ALLCOS BV or the third party whose rights are used. The Customer acquires no right in the Service, dashboard, application or software other than the right to use them in accordance with these terms and conditions.

13. Data protection

13.1 Each party must at all times comply with its respective obligations under all Applicable Data Protection Legislation concerning all personal data processed under the Agreement. Insofar as ALLCOS BV processes personal data on the Customer's behalf in its capacity as processor, the Customer, in its capacity as controller, remains responsible for determining the purpose and means of processing, and ALLCOS BV shall follow all reasonable instructions given by the Customer in this regard. As soon as either party so requests, the parties shall enter into a data processing agreement.

14. Confidentiality

14.1 Each party shall keep confidential all information it receives concerning the other party, its technical and operational structure, its products and services, its financial information, its personal data, the Materials, its intellectual property and the Service.

14.2 All information exchanged may be used only for performance of the Agreement and may be shared only with employees within a party's organisation who need to know such information. Neither party is entitled to disclose confidential information to a third party without the other party's prior written consent. Both parties undertake to take reasonable measures to protect the other party's confidential information, which shall in no event be less stringent than the measures they take to protect their own confidential information.

14.3 This confidentiality obligation shall continue after the Agreement ends.

15. Miscellaneous

15.1 ALLCOS BV shall be released from any obligation whose (further) performance has become impossible or substantially more onerous as a result of an event constituting force majeure for ALLCOS BV or occurring beyond ALLCOS BV's control (even if that event was not unforeseeable), such as natural disasters, armed conflicts, civil unrest, criminal acts, illness, epidemics, interruptions of electricity, internet or telecommunications, economic factors (delays in deliveries, changes in transport tariffs, shortages of skilled labour, raw materials or fuel, etc.), accidents (fire, explosion, machinery breakdown, etc.) and government intervention (tax measures, expropriation, import or export embargoes, etc.).

Furthermore, ALLCOS BV shall not be required to perform any obligation if, owing to a circumstance arising after the obligation came into existence and beyond ALLCOS BV's control, the economic balance between ALLCOS BV's obligation and the Customer's counter-performance for that obligation is disrupted, even if that circumstance was not unforeseeable. The economic balance shall be deemed disrupted, among other circumstances, if ALLCOS BV's cost of performing the obligation has increased by more than 15% or ALLCOS BV would sell or operate at a loss when performing its obligation.

15.2 Claims against ALLCOS BV shall be definitively time-barred if they are not brought within 2 years from the date of the event on which they are based and, in any event, definitively 12 months after the Agreement ends, irrespective of their legal basis. This is without prejudice to shorter periods provided for by contract or law.

15.3 The provisions of these terms and conditions and other contractual documents shall always be interpreted so that they are valid and enforceable.

If a provision of these terms and conditions or any other contractual document (or part of such a provision) is void, unlawful or unenforceable, deemed unwritten or otherwise contrary to a mandatory provision or public policy (an 'invalid clause'), that invalid clause shall be void, invalid,

unenforceable or deemed unwritten only to the extent that the relevant provision conflicts with mandatory law or public policy, and that provision shall continue to apply in full to the extent that it does not conflict with mandatory law or public policy. Moreover, this shall not affect the validity and enforceability of the other provisions of these terms and conditions.

An invalid clause shall be replaced by a valid and enforceable provision that approximates as closely as possible, in legal and economic terms, the scope and intention of the invalid clause (the 'substitute provision'). In that case, ALLCOS BV and the Customer shall determine the substitute provision by mutual agreement or, failing agreement between ALLCOS BV and the Customer, it shall be determined by the courts hearing disputes concerning an invalid clause. The courts are expressly granted the power of substitution for that purpose.

15.4 Every agreement with ALLCOS BV is governed exclusively by Belgian law, unless otherwise agreed in writing between the parties. All disputes fall within the exclusive jurisdiction of the courts for the place where ALLCOS BV has its registered office, unless ALLCOS BV chooses one of the courts having jurisdiction pursuant to Article 624 of the Belgian Judicial Code.