Andri

Terms of Service Andri AI

Last updated: 17 April 2026

Please read this carefully before using our services.

This agreement is an agreement between you and Andri AI B.V. regarding the use of the ‘Andri AI’ application provided by Andri AI B.V. and these Terms of Service govern your use of the services provided by Andri AI B.V. ("we," "us," or "our"), a company registered in The Netherlands.

Before using the Andri AI application, you must agree to the provisions of these Terms of Service by ticking the checkbox, thereby agreeing to the provisions of the Terms of Service regarding the Andri AI application. If you do not agree to these Terms of Service, the Andri AI application will not be made available to you, and you will not obtain a right to use it.

1. Definitions and concepts

In these Terms of Service, the following terms are used in the following meaning:

1.1. Andri AI: the private limited company Andri AI B.V., located at Amsterdam, The Netherlands, registered in the commercial register of the Chamber of Commerce (KvK) number 97424803.

1.2. Service(s): all products and services offered and to be delivered by Andri AI, such as in the field of artificial intelligence (AI), including but not limited to AI research, analysis, development, implementation and support.

1.3. Client: the natural person or legal entity (or group thereof) that enters into an Agreement with Andri AI or to whom Andri AI has issued a quotation.

1.4. Agreement: any agreement concluded between Andri AI and Client, including these terms of service, any modification or addition thereto, as well as all (legal) acts in preparation and execution of that agreement, and any annexes (i.e. a data processing agreement) or documents forming part of the contractual relationship between the parties.

1.5. AI system: an algorithm that automatically executes instructions, learned from data, as defined in the EU AI regulation.

1.6. Personal data: all information about an identified or identifiable natural person as defined in Article 4 of the General Data Protection Regulation (GDPR).

1.7. Intellectual Property Rights: all intellectual property rights and related rights,

including but not limited to copyright, database rights, rights to domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights as well as rights to know-how.

2. Applicability

2.1. These Terms of Service apply to all offers, quotations and Agreements between Andri AI and Client, unless expressly agreed otherwise in writing.

2.2. Applicability of any purchasing or other terms and conditions of Client is expressly rejected, unless these have been expressly accepted in writing by Andri AI.

2.3. If one or more provisions in these Terms of Service are wholly or partially void or annulled at any time, the remaining provisions remain fully applicable. In that case, Andri AI and Client will consult to agree on new provisions to replace the void or annulled provisions, whereby the purpose and intent of the original provisions are respected as much as possible.

3. Service provision

3.1. Andri AI offers services in the field of artificial intelligence, including but not limited to AI research, analysis, development, implementation and support.

3.2. The content and scope of the Services to be delivered by Andri AI are determined by what is stated in the Agreement.

3.3. Andri AI endeavours to perform the Services to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

3.4. In relation to the execution of Agreements Andri AI has the right to have work performed by third parties.

4. Formation of agreement

4.1. All offers and quotations from Andri AI are without obligation, unless a term for acceptance is set in the quotation.

4.2. An Agreement is concluded at the moment the quotation or order confirmation signed by Client is received by Andri AI, by completing the online ordering process, or if Andri AI has started performing work for Client at Client's request.

4.3. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation, Andri AI is not bound by it. The Agreement is then not concluded in accordance with this deviating acceptance, unless Andri AI confirms in writing to Client that it agrees with the deviations proposed by

Client.

5. Performance of Services

5.1. Andri AI will endeavour to perform the Services with care and in a professional manner, where applicable in accordance with the Agreements and procedures established in writing with Client. Andri AI does not warrant the Services will operate error free or uninterrupted.

5.2. If it has been agreed that the Services will be performed in phases, Andri AI may suspend the performance of those parts that belong to a subsequent phase until Client has approved the results of the preceding phase in writing.

5.3. If the Agreement has been entered into with a view to performance by a specific person, Andri AI is always entitled to replace this person with one or more other persons with the same qualifications after consultation with Client.

5.4. Andri AI is not obliged to follow instructions that change or supplement the content or scope of the agreed Services; if such instructions are followed by Andri AI, the relevant work will be charged to Client in accordance with what is stipulated in Article 8.

6. Client obligations

6.1. Client will provide all cooperation for the performance of the Agreement and provides all data and information relevant to the Services to Andri AI in a timely manner. "Timely" in this context inter alia means before Andri AI performs the Agreement.

6.2. Client guarantees the accuracy, completeness and reliability of the data and information made available to Andri AI, even if these originate from third parties.

6.3. Client is responsible for the use and application of the Services delivered by Andri AI within his organization, as well as for the control and security procedures and adequate system management.

6.4. If the data required for the performance of the Agreement are not provided to Andri AI in a timely manner, Andri AI has the right to suspend the performance of the Agreement and/or charge Client for the additional costs resulting from the resulting delay according to the agreed rates.

6.5. Responsibility for the data processed using the Services lies with Client.

6.6. The Client warrants to Andri AI that the content, use and/or processing of the data is not illegal or unlawful and does not infringe any third-party rights. In

particular, the Client shall respect the intellectual property rights and other rights of third parties, respect the privacy of third parties, not disseminate data in contravention of the law, not gain unauthorised access to systems, not disseminate viruses or other harmful programmes or data, and refrain from committing criminal offences or breaching any other legal obligation.

6.7. Client is strictly prohibited from replicating, copying, or reproducing the Services, in whole or in part, in any manner, other than in relation to this Agreement.

6.8. Client is expressly not entitled to access the source code or the source files of the software and other materials, except in those circumstances in which this is permitted pursuant to mandatory law.

6.9. Client is forbidden from reverse engineering the software and other materials (for instance through decompilation), except in those circumstances in which this is permitted pursuant to mandatory law.

6.10. Andri AI can take technical and other measures to protect the Services. Where such security measures have been implemented, Client may not remove or circumvent these.

7. Reasonable use

7.1. Client ensures to make reasonable use of the Services, which includes:

- use in accordance with the objectives described in the Agreement
- use that does not adversely affect the functionality and performance of the Services for other users
- use that respects the reputation and intellectual property rights of Andri AI

7.2. Unreasonable use is considered to include at least:

- reselling, delivering or otherwise commercially exploiting the Services without prior written consent from Andri AI
- use that leads to overloading of Andri AI's systems
- use that is contrary to applicable laws and regulations
- generating or distributing information that infringes intellectual property rights of Andri AI or third parties
- generating or distributing illegal, discriminatory, offensive or otherwise unlawful content

7.3. Andri AI reserves the right to limit or suspend Client's access to the Services, in whole or in part upon detection of unreasonable use, or in case of use which it reasonably deems to violate these terms, any applicable law or any third-party right, all without this giving rise to any liability of Andri AI towards Client.

7.4. Repeated unreasonable use may lead to termination of the Agreement in accordance with Article 16, whereby fees already paid will not be refunded.

8. Payment and billing

8.1. For the Services, Client owes the remuneration included in the Agreement. Fees for Services provided by Andri AI become payable in advance from the date Andri AI first provides access to the Services by making user names and passwords available to Client.

8.2. All prices and rates are exclusive of value added tax (VAT) and other levies imposed by the government, unless otherwise agreed.

8.3. Payment must be made no later than 30 days after the invoice date, in a manner to be indicated by Andri AI. Objections to the amount of the invoice do not suspend the payment obligation. Client's right to suspension and/or set-off is expressly excluded.

8.4. If Client fails to make full payment within the final payment term mentioned in Article 8.3, Client is in default by operation of law, without requiring a notice of default. Client then owes the statutory commercial interest on the outstanding invoice amount. This interest is calculated from the date on which Client came into default until the date of payment of the full amount. Furthermore, Client then owes Andri AI all extrajudicial and judicial (collection) costs reasonably incurred by Andri AI.

8.5. In case of liquidation, bankruptcy, attachment or suspension of payment of Client, Andri AI's claims against Client are immediately due and payable and Andri AI is entitled to terminate the Agreement with immediate effect without stating reasons.

9. Price changes and indexation

9.1. Annual indexation: Andri AI is entitled to index prices annually on January 1st according to the Service Price Index (DPI) published by Statistics Netherlands, Commercial Services and Transport series (2015=100) increased by a maximum of 5%.

9.2. Indexation calculation method: The indexation is calculated as follows: new price = old price × (index figure for October of the current year / index figure

for October of the previous year).

9.3. Alternative index: If Statistics Netherlands ceases publication of the mentioned price index figure or changes the basis of calculation, a comparable index figure will be used as much as possible. The indexation as referred to in this article does not give Client the right to terminate or dissolve the Agreement.

9.4. Other price changes: Andri AI also reserves the right to change the prices for the Services other than on the basis of indexation.

9.5. Announcement and termination right: Price changes as referred to in Article 9.4 will be communicated to Client in writing no later than two (2) months before taking effect. If a price increase amounts to more than 10% compared to the last applicable price (excluding indexation according to Articles 9.1-9.3), Client has the right to terminate the Agreement in writing within thirty (30) days after announcement of the price increase. In the absence of timely termination, Client is deemed to have accepted the price change.

10. Intellectual property rights

10.1. All intellectual property rights to the Services, software, systems, websites, and all materials developed or made available under the Agreement rest exclusively with Andri AI or its licensors.

10.2. Andri AI acquires all Intellectual Property Rights which arise in relation to the Services and (use of) the Software. To the extent necessary, these Intellectual Property Rights are hereby transferred in advance by Client to Andri AI, for the moment at which the intellectual Property Rights arise. This transfer is hereby accepted by Andri AI.

10.3. Client acquires only the non-exclusive and non-sublicensable right to use the Services for its internal business purposes, the use intended by Andri AI, and in accordance with the provisions of the Agreement and these Terms of Service. The Client shall not use the software for the benefit of third parties (for example in the context of Software-as-a-Service (SaaS) or outsourcing).

10.4. Client is not permitted to remove or change any indication concerning copyrights, trademarks, trade names or other intellectual property rights from the Services.

10.5. Andri AI reserves the right to use the knowledge gained from the performance of the Services for other purposes, insofar as no confidential information of Client is disclosed to third parties.

10.6. As far as Andri AI is aware, the Services do not infringe upon any third-party Intellectual Property Rights when used in accordance with the applicable

terms. Andri AI shall, as sole and exclusive remedy, defend Client at its expense against any claim from a third-party that the use of the Services by Client infringes any third-party 's Intellectual Property Rights.

10.7. Andri AI shall pay all costs, damages and attorney's fees that a court finally awards as a result of such a claim or make all payments related to a settlement agreed by Andri AI with such third-party concerning such claim, provided that:
   a. Such claim is not in any way caused by any Client data or any act or omission of Client;
   b. Client promptly notifies Andri AI in writing of such claim; and
   c. allows Andri AI to control, and fully co-operates with Andri AI in, the defence against such claim and any related settlement negotiations.

10.8. If a claim for infringement of Intellectual Property Rights of a third-party is made or in the reasonable opinion of Andri AI is likely to be made then, at Andri AI 's option:
   a. Andri AI will procure a license from the holder of the relevant Intellectual Property Rights to enable Client to continue to use the Services; or
   b. Andri AI will replace the relevant part to the Services with a modified version thereof, which does not infringe the third-party Intellectual Property Rights; or
   c. Andri AI may terminate the relevant Agreement against (where applicable) a proportional repayment of the fees pre-paid by Client for unused portions of the Services.

11. Privacy and data protection

11.1. If Andri AI processes Personal Data in the context of performing the Agreement, Andri AI and Client will comply with the obligations arising from applicable privacy legislation, including the General Data Protection Regulation (GDPR).

11.2. Andri AI processes Personal Data exclusively on behalf of and based on written instructions from Client, except for deviating legal obligations.

11.3. Andri AI will take appropriate technical and organizational measures to secure Personal Data against loss or any form of unlawful processing. These measures provide an appropriate level of security given the risks involved in processing and the nature of the data to be protected.

11.4. In case of a data breach as referred to in Article 33 of the GDPR, Andri AI will notify Client thereof without undue delay. Andri AI will take reasonable measures to limit the consequences of the data breach and prevent further data breaches.

11.5. Client indemnifies Andri AI against claims by data subjects or third parties arising from Client's non-compliance with the GDPR or other applicable privacy laws or regulations.

11.6. At Client's request, after termination of the Agreement or when Personal Data are no longer needed for the purpose of processing, Andri AI will delete or return Personal Data and delete existing copies, unless storage is legally required.

12. Security

12.1. The cybersecurity of the Services shall meet a standard that is not unreasonable, having regard to the state of the art, the implementation costs, the nature, scope and context known to Andri AI, and the purpose intended by Andri AI for the Service and the data contained therein, the likelihood and severity of foreseeable use and associated risks, the consequences of incidents, and the rights and freedoms of data subjects. Andri AI does not guarantee that the cybersecurity will be effective under all circumstances.

12.2. The security measures provided to Client via Andri AI, including multi-factor authentication, encryption, access or identification measures, codes or certificates, are confidential and shall be treated as such by Client. The security measures shall only be disclosed to persons specifically authorised by Client. Andri AI is entitled to amend or replace assigned security measures. Client is responsible for the management of the security measures and authorisations, including their timely provision, amendment and revocation. Client shall ensure proper access data management, including the use of strong passwords and password management.

12.3. Andri AI shall not be liable for any damage or costs resulting from the use or misuse of access or identification codes, certificates or other security measures, unless such misuse is the direct result of wilful misconduct or gross negligence on the part of Andri AI’s management.

12.4. If Client considers that the security measures taken by Andri AI are insufficient to meet its minimum legal requirements, the Client shall inform Andri AI of this in writing and in as much detail as possible.

12.5. Client shall, where necessary, disclose to its users any information received from Andri AI regarding vulnerabilities, incidents, risk mitigation and corrective measures and shall report incidents, potential security breaches, vulnerabilities or security gaps to Andri AI as soon as possible.

12.6. Andri AI may at any time implement technical and organisational measures to protect the Services. These measures may also be used to ensure compliance with the agreed restrictions on content, the duration of the right of use, or the purpose of the Services.

12.7. Andri AI is entitled to amend the security measures at any time if this is necessary due to changing legislation or circumstances in order to maintain an appropriate level of security. Andri AI shall document significant changes to security and shall notify Client of such changes where relevant.

12.8. Client shall not remove or circumvent any security measures, means or technical provisions, nor allow them to be removed or circumvented. Furthermore, Client shall not use coercive measures or exploit loopholes in the technical infrastructure of Andri AI.

12.9. Only where the provision of Services explicitly includes, in writing, the creation of backups of Client data, shall Andri AI create a backup of Client data
in which case Andri AI is not obliged to restore corrupted or lost data other than by restoring – where possible – the most recent available backup of the relevant data. If no data segmentation or other mechanism for data separation has been agreed, it may not be possible to restore a Client-specific backup.

12.10. If Andri AI provides a technical facility enabling the Client to make backups of their data themselves, the Client shall ensure that backups of their data are made with sufficient frequency.

13. AI-specific provisions

13.1. Andri AI declares to comply with applicable AI regulations including the EU AI Regulation (Regulation (EU) 2024/1689) for EU/EEA clients.

13.2. Upon request, Andri AI provides information about the risk profile of the offered AI systems according to applicable regulatory frameworks.

13.3. For high-risk AI systems, Andri AI conducts appropriate risk assessments and data protection impact assessments in accordance with applicable regulations (including Article 35 GDPR and relevant applicable AI regulations) and informs Client thereof upon request.

13.4. Andri AI will provide transparency information about AI systems as required by applicable law.

13.5. Andri AI undertakes to comply with applicable codes of practice and industry standards for AI systems and will report on this to Client upon request.

13.6. When developing and managing AI systems, Andri AI will take appropriate measures to prevent discrimination and other violations of fundamental rights, in accordance with applicable law and international standards.

13.7. When using generative AI models, Andri AI informs Client about possible

risks and limitations of the model and how these risks are managed.

13.8. Client must use AI Services in accordance with the purpose intended by Andri AI and any instructions for use. If Client acts contrary to the foregoing, resulting in an AI application becoming a high-risk AI system, the obligation under Article 25(2) of the AI Act shall not apply. Andri AI may at any time take corrective measures or withdraw an AI application from the market, deactivate it or recall it if the AI application no longer complies with the intended purpose, or if Client is deemed to be a provider through their own actions. In such a case Andri AI shall not be liable for any compensation.

13.9. Client is aware of the characteristic feature of AI that it may incorporate a changing and self-learning technology, whereby the outputs and conclusions of AI are constantly evolving and subject to change. Outcomes may vary depending on the input and context, whereby the AI, even after deployment by the Client, may demonstrate adaptability, generate different results upon repeated application, and exhibit ‘model drift’. Andri AI, therefore does not guarantee that the results of the AI application will be effective or accurate under all circumstances or over time.

13.10. If Andri AI has established a monitoring system, it is entitled to use the information in the AI application for the purposes of monitoring. Client shall cooperate with this by granting access to the AI application for the purposes of monitoring.

13.11. As soon as Client becomes aware of a serious incident or considers that the Services / AI application poses a risk as referred to in Article 79 of the AI Act, it shall immediately report this first to Andri AI. The Client shall only report a serious incident to the competent authority if they can demonstrate that they are unable to contact Andri AI within the reporting period.

13.12. Client may not use or integrate the Services into other applications without Andri AI’s explicit written consent. If Andri AI is prepared to grant such permission and Client and Andri AI are in that case legally obliged to enter into further agreements, Andri AI is entitled to charge for this at its usual rates. Such further agreements shall not prejudice intellectual property rights, confidential business information and trade secrets.

13.13. Client shall ensure adequate human oversight of the use of AI and a sufficient level of AI literacy regarding the use of AI.

14. Liability and indemnification

14.1. Andri AI's liability is limited to compensation for direct damage up to a maximum of the amount of the remuneration agreed for the Agreement (excluding VAT) for one year, up to an absolute maximum of €10,000 (ten

thousand euros).

14.2. Direct damage is understood to mean exclusively:

a. reasonable costs that Client would have to incur to make Andri AI's performance comply with the Agreement;
b. reasonable costs incurred to determine the cause and extent of damage, insofar as the determination relates to direct damage within the meaning of these terms;
c. reasonable costs incurred to prevent or limit damage, insofar as Client proves that these costs have led to limitation of direct damage within the meaning of these terms.

14.3. Andri AI is never liable for indirect damage, including consequential damage, lost profits, missed savings, damage due to business stagnation and damage as a result of claims by third parties.

14.4. The limitations of liability included in these terms do not apply if the damage is due to intent or gross negligence of Andri AI or its directors.

14.5. Client indemnifies Andri AI against any claims by third parties who suffer damage in connection with the performance of the Agreement and which damage is attributable to Client.

14.6. Client is always responsible for the use of the Services offered by Andri AI. Client must always check AI-generated answers for accuracy. Andri AI accepts no liability regarding AI-generated answers and the consequences of using those answers, and by using AI made available by Andri AI, Client agrees to indemnify Andri AI for the consequences of that use.
14.7. Client indemnifies and holds Andri AI harmless from any third-party claims and related reasonable legal costs caused by or related to Client’s use of the Services, expressly including but not limited to any claim from any third-party caused by a violation of such third-party’s rights or of applicable privacy or other laws by Client in using the Services.

15. Force majeure

15.1. Parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and which is not for their account under the law, a court decision or generally accepted views.
15.2. Force majeure in these Terms of Service means, in addition to what is understood by it in law and case law, all external causes, foreseen or unforeseen, over which Andri AI cannot exert influence, but which prevent Andri AI from fulfilling its obligations, including strikes in Andri AI's company or those of third parties.
15.3. Andri AI also has the right to invoke force majeure if the circumstance that prevents (further) performance occurs after Andri AI should have fulfilled its

obligations.

15.4. During the period that force majeure continues, parties may suspend the obligations under the Agreement. If this period lasts longer than two months, either party is entitled to dissolve the Agreement, without obligation to compensate damage to the other party.

16. Confidentiality

16.1. Parties are obliged to maintain confidentiality of all confidential information they have obtained from each other or from other sources in the context of their Agreement. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information.

16.2. If Andri AI is obliged under a legal provision or court decision to provide confidential information to third parties designated by law or the competent court, and Andri AI cannot invoke a legal or court-recognized or permitted right of privilege, then Andri AI is not obliged to pay damages or compensation and Client is not entitled to dissolve the Agreement on the basis of any damage arising therefrom.

16.3. The obligations under this article also continue to exist after termination of the Agreement.

17. Duration and termination

17.1. The Agreement is entered into for the duration as stated in the specific agreement, unless parties expressly agree otherwise.

17.2. If the Agreement is entered into for a definite period, it will be tacitly renewed after the end of the initial term each time for the same period, unless one of the parties terminates the Agreement in writing with due observance of a notice period of at least three months before the end of the relevant period.

17.3. If the Agreement is entered into for an indefinite period, it may be terminated in writing by either party with due observance of a notice period of at least three months.

17.4. Either party has the right to terminate the Agreement with immediate effect if:

- the other party is declared bankrupt or is in suspension of payment;
- the other party is dissolved or liquidated;
- the other party has defaulted in fulfilling an essential obligation under the Agreement and allows a reasonable period to still fulfil the obligation to expire unused.

17.5. Upon termination of the Agreement, parties will consult about the transfer of ongoing work, data and/or other transfer work. Andri AI is entitled to charge Client reasonable costs for this.

18. Amendment of terms

18.1. Andri AI reserves the right to unilaterally change or supplement these Terms of Service.

18.2. Changes also apply to already concluded Agreements with due observance of a period of 30 days after announcement of the change.

18.3. Changes are announced via email to Client or via Andri AI's website.

18.4. If Client does not wish to accept a change in these Terms of Service, he may terminate the Agreement by the date on which the amended terms take effect, with due observance of the applicable notice period.

19. Complaints and disputes

19.1. Complaints about the work performed must be reported by Client to Andri AI in writing within fourteen days after discovery, but no later than thirty days after completion of the relevant work. The submitted complaint must contain as detailed a description of the shortcoming as possible, so that Andri AI is able to respond adequately.

19.2. If a complaint is justified, Andri AI will still perform the work as agreed, unless this has demonstrably become pointless for Client. The latter must be made known in writing by Client.

19.3. Dutch law applies to all Agreements.

19.4. Disputes will be submitted to the competent court in Amsterdam, the Netherlands.

19.5. Before initiating legal proceedings, parties are encouraged to attempt resolution through good faith negotiations or mediation.

20. Final provisions

20.1. The last published version or the version as it was valid at the time of concluding the Agreement with Andri AI always applies.

20.2. Andri AI is entitled to transfer the rights and obligations under the Agreement to a third party.

Contact

For questions about these Terms of Service, you can contact us via:

Email: info@andri.ai

Andri AI B.V.



The Netherlands