

Terms & Conditions – AI RiskWise BV

Last updated: August 28, 2026

Welcome to AI RiskWise. These Terms and Conditions govern your use of our website, our self-service and trial offerings, and our services where no separate agreement applies. We keep them readable and fair, so you know exactly what we provide and what we expect from you.

If anything is unclear, please contact us at legal@airiskwise.com.

1) Who we are

AI RiskWise BV ("Provider", "we", "us") delivers responsible AI for regulated the regulated financial industry.

Address: A. de Bruynkade 38, 3059 SE Rotterdam, the Netherlands. Chamber of Commerce (KvK): 98626248. Website: www.airiskwise.com. Email: legal@airiskwise.com.

Our product MeetingWise supports advisers with transcription, summarisation and IDD-aligned compliance checks. We also carry out AI implementation projects, and we provide a closed environment in which customers can develop and test AI agents.

2) Scope and precedence

2.1 These Terms apply to:

- your use of our website;
- any self-service, trial, pilot or free offering;
- support interactions; and
- any service we supply where no Master Services Agreement is in place.

2.2 Where we have concluded a Master Services Agreement with your organisation, that agreement and its Service Schedules govern the services ordered under it. These Terms then apply only to a matter that those documents do not address, and only to the extent of that matter. In particular, the limitations of liability, the caps and the notice periods in the Master Services Agreement apply in place of clauses 9 and 17 of these Terms.

2.3 The order of precedence is: Order Form or Statement of Work, then the Data Processing Agreement in respect of personal data, then the applicable Service Schedule, then the Master Services Agreement, then these Terms.

2.4 We make these Terms available before or at the moment of contracting, and we will send them by email on request. Where you accept them electronically, we record the version and the date of acceptance.

2.5 Terms stated on your purchase order, supplier portal or registration form do not apply, even if we do not object to them and even if we accept payment.

3) Nature of the Service (AI support, not advice)

3.1 Our services are supporting tools. Output is assistive and probabilistic, and depends on audio quality, document quality, language and context.

3.2 We do not provide legal, compliance, regulatory, tax or other professional advice, and MeetingWise is not a legal stenography service.

3.3 Human oversight by a licensed adviser is mandatory before any reliance or downstream use.

4) Data protection and roles (GDPR)

4.1 Where we state, in a proposal, a deliverable, a document or marketing material, that a service, deliverable or methodology is "compliant with", "aligned with", "mapped to" or "supports compliance with" a legal or regulatory framework, that statement means, and means only, that the item concerned has been designed and documented in accordance with the AI RiskWise Governance Framework and with the provisions referred to, as those provisions applied and were understood at the date of the statement, on the basis of the facts and information you supplied.

4.2 Such a statement does not constitute, and may not be presented by you as:

- a legal opinion or legal advice;
- a warranty or guarantee of any regulatory outcome;
- an assurance that a supervisory authority, contracting authority, auditor or court will reach the same conclusion;
- a conformity assessment, certification, attestation or declaration of conformity within the meaning of the AI Act or of any other regulation;
- an assurance that your own use of the item is itself compliant.

4.3 Where a legal or regulatory requirement changes after the date of such a statement, or a supervisory authority publishes guidance that materially alters its interpretation, the resulting need to adapt a service or deliverable is a change and not a failure on our part.

4.4 You will not represent to any third party that a service, deliverable or output has been approved, certified or endorsed by any supervisory authority, or by us beyond the terms of clause 4.1.

5) Data protection and roles (GDPR)

5.1 For our website, AI RiskWise acts as data controller.

5.2 For MeetingWise and comparable services, AI RiskWise acts as data processor, processing customer personal data under your instructions as controller.

5.3 Processing is EU-resident. We do not train general-purpose models on customer data.

5.4 Details are set out in our Privacy Policy and in the Data Processing Agreement, both incorporated by reference.

6) Customer account and lawful use

6.1 You must ensure lawful, legitimate and ethical use of the services, and you are responsible for account security and access control. You will not upload content you are not permitted to process, and you will comply with all applicable laws, including the GDPR, the ePrivacy rules and the IDD.

6.2 Acceptable use. The service may not be used to violate the law, infringe the rights of others, interfere with the functioning of the service, or attempt unauthorised access. It may not be used to distribute harmful content, malware or anything that compromises security or trust. We may suspend access where necessary to protect the service or to comply with a legal obligation.

7) Human oversight and recording transparency (key obligations)

7.1 Licensed adviser in control. A duly licensed adviser must review and approve any output before reliance, filing or downstream use.

7.2 Recording notice and legal basis. You are solely responsible for informing meeting participants and for obtaining any consent or other legal basis required.

7.3 Not for legal stenography, public or political events. You will not use MeetingWise for official stenography, public or political settings, unlawful surveillance, or any purpose that breaches professional standards.

7.4 These duties are set out in more detail in Annex A, Customer Responsibilities, which forms part of these Terms.

7.5 The obligations in this clause 7 and in clause 6 are conditions of our performance and of the allocation of risk in these Terms. To the extent that a failure by you to meet any of them causes or contributes to a delay, defect, loss or claim, we are relieved of the corresponding obligation and our liability is reduced or excluded accordingly.

8) Payment, subscription and termination

8.1 Subscriptions are billed in advance. Invoices must be paid within 30 days.

8.2 If payment is overdue, interest may be charged at 1% per month or the maximum rate permitted by law. If payment remains outstanding after notice, the service may be suspended. Reactivation after suspension may require a reactivation fee of EUR 150.

8.3 Data return and deletion. After termination you may export available transcripts and summaries for 30 days. After that period we will remove your data from active systems and schedule deletion from backups in accordance with our retention policy. We will confirm deletion on request where reasonably possible.

9) Claims and Notice Period

9.1 Any claim relating to a service must be reported to us in writing within 60 days after the day on which you became aware, or should reasonably have become aware, of the facts giving rise to it, and in any event within 12 months after those facts occurred.

9.2 A claim not notified within those periods lapses, unless mandatory law provides otherwise.

10) Intellectual property and data ownership

10.1 All intellectual property in our software, models, platform, frameworks, templates, documentation and brand remains with AI RiskWise.

10.2 You own your data and the output relating to your own meetings and documents, including transcripts, summaries and action points, subject to these Terms.

10.3 The services incorporate third-party software, open source components and third-party AI models, which are subject to their own terms. We give no warranty and accept no liability as to whether output generated by an AI model is protectable by, or free from, third-party intellectual property rights.

10.4 No reverse engineering, decompiling or sublicensing of the service, except to the extent that this cannot be excluded by mandatory law and you have first requested the necessary information from us.

11) AI Output Limitations & No-Reliance (critical)

11.1 Output is assistive and not authoritative.

11.2 You must not present output as official, legally binding or error free.

11.3 No reliance without human verification by a licensed adviser.

11.4 We do not accept responsibility for downstream use in your relationship with your own clients, or for your professional or regulatory decisions.

12) Security Incidents & Notifications

12.1 If we become aware of a personal data breach involving your data, we will inform you without undue delay and share the details available to us, subject to security considerations.

12.2 You agree to inform us promptly if you suspect misuse of credentials or access.

12.3 Both parties will cooperate reasonably in managing and resolving incidents.

13) Confidentiality

13.1 Both parties will treat all non-public business, technical and security information received from the other party as confidential. Such information may only be used to perform the agreement, and may only be shared with personnel or subprocessors who need it and who are bound by obligations of confidentiality.

13.2 These obligations remain in effect for five years after termination, and indefinitely for trade secrets.

14) Service Levels (SLA-light)

14.1 We aim to provide a reliable service. Availability target: 99.5% monthly, excluding planned maintenance and circumstances under clause 16.

14.2 Planned maintenance is announced in advance and scheduled to minimise impact.

14.3 Support response targets during business hours: P1 within 4 hours, P2 within 8 hours, P3 within one business day.

14.4 Material incidents are posted on our status channel and communicated to affected customers.

14.5 These are targets and not guarantees. For enterprise customers a separate service level agreement can supersede them.

15) Service Changes & Versioning

15.1 We continuously improve our services. We may add, modify or remove features.

15.2 Material changes that reduce core functionality for existing users will be announced in advance with reasonable notice. If a change materially impairs the agreed use and no workaround exists, you may terminate the affected subscription at the end of the current term.

15.3 We may replace, upgrade or discontinue an underlying AI model or third-party component and substitute a component of materially equivalent capability, giving reasonable prior notice where the change is material. A change in an underlying third-party model, or in the terms on which it is supplied, is not a defect in the service.

16) Force Majeure

16.1 Neither party is liable for delay or non-performance caused by events beyond its reasonable control, including power or network failure, denial-of-service attack, acts of government, strikes, pandemics, natural disasters, and the failure, withdrawal, suspension or material change of terms of a third-party cloud or AI model supplier where no equivalent alternative is available on reasonable terms.

16.2 If a force majeure event lasts more than 30 days, either party may terminate the affected services on written notice.

16.3 Your obligations concerning legal basis, oversight and lawful use continue to apply during and after such an event.

17) Disclaimers and allocation of risk

17.1 Excluded heads of loss. To the maximum extent permitted by law, we are not liable for:

- indirect, incidental, consequential, punitive or exemplary damages;
- loss of profit, revenue, turnover, goodwill, reputation or anticipated savings;
- loss or corruption of data, beyond the cost of restoring it from the most recent available backup;
- regulatory fines, sanctions or enforcement measures imposed on you;
- loss of opportunity, including any tender, bid, contract or renewal that is not obtained, is rejected, is declared non-compliant, is disqualified, is withdrawn or is submitted late;
- any downstream use of output in your relationship with your own clients.

17.2 Excluded causes. We are not liable for loss to the extent it arises from your failure to comply with clauses 6, 7 or 11, from use outside the intended purpose or the conditions we have stated, from modification by you or a third party, or from the inaccuracy or unavailability of a third-party data source, model or infrastructure component that we did not select negligently.

17.3 Financial caps. Subject to clause 17.4, our aggregate liability is limited as follows:

Situation	Cap per claim and in aggregate per 12-month period
Paid services under these Terms	The fees you paid for the service concerned in the 12 months preceding the event giving rise to the claim
Breach by us of the Data Processing Agreement	EUR 250,000
Free, trial or pilot use	EUR 10,000
Overall aggregate, all claims, per 12-month period	EUR 500,000

17.4 Carve-outs. Nothing in these Terms limits or excludes liability for wilful misconduct or gross negligence, for death or personal injury caused by negligence, for fraud, for your obligation to pay fees, for your indemnity under clause 18, or for any liability that cannot be limited or excluded under mandatory law, including liability under Directive (EU) 2024/2853 on liability for defective products and the liability of a controller or processor towards a data subject under Article 82 GDPR.

17.5 The caps are aggregate and not per event. Several claims arising from the same cause, or from a series of connected causes, count as one claim arising on the date of the first of them.

17.6 Each party will take reasonable steps to mitigate its loss. Our liability is reduced to the extent that you, or a person for whom you are responsible, caused or contributed to the loss.

18) Customer indemnity

You will defend, indemnify and hold harmless AI RiskWise, its affiliates and personnel against claims by regulators or third parties, and against damages, penalties and costs including reasonable legal fees, arising from:

- your failure to obtain a valid legal basis or consent, or to provide required transparency;
- your failure to ensure licensed adviser oversight;
- your breach of law, including the GDPR and the IDD, or of these Terms;
- your downstream use, or the representations you make to your own clients.

19) Insurance

19.1 We maintain, with a reputable insurer, professional indemnity insurance including technology errors and omissions, general liability insurance and cyber liability insurance, each with a limit of not less than EUR 500,000 per claim and EUR 1,000,000 in the aggregate per insurance year, covering the European Economic Area.

19.2 We will supply a certificate of insurance on written request, not more than once per year.

19.3 Maintaining insurance does not extend or vary the caps in clause 17, and those caps apply irrespective of whether a claim is covered by, or recoverable under, that insurance.

20) Handling of claims and rights of recourse

20.1 Neither party will make an admission of liability, nor settle or compromise a claim that may be covered by the other party's insurance, without first consulting that party.

20.2 Nothing in these Terms limits, waives or subordinates our rights of recourse or subrogation against any third party, and you will not require us to waive or limit such rights.

21) Suspension and termination for cause

We may suspend or terminate access if Customer breaches these Terms (including consent/oversight obligations), if required by law or regulator, or for security reasons. We will notify Customer where reasonably possible.

22) Changes to these Terms

22.1 We may update these Terms, for example because of legal changes or product improvements. We publish the new version on our website and adjust the version number and date. Material changes are communicated to customers.

22.2 A change to these Terms does not apply to services already ordered before the change takes effect, unless you agree to it or the change is required by law.

23) General Terms

23.1 If any part of these Terms is found unenforceable, the remaining provisions continue to apply. Where a limitation of liability is held unenforceable, the liability concerned is limited to the greatest extent permitted by law.

23.2 A failure to enforce any provision is not a waiver of it.

23.3 These Terms, together with any Master Services Agreement, Service Schedule, Order Form and Data Processing Agreement, form the entire agreement between the parties.

23.4 The parties act as independent contractors. No third party has rights under these Terms.

24) Governing law and disputes

24.1 These Terms are governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

24.2 The competent Dutch courts have exclusive jurisdiction. Disputes under these Terms are not referred to arbitration.

24.3 Nothing prevents either party from seeking interim or protective relief from a competent court.

25) Contact

AI RiskWise BV • legal@airiskwise.com • www.airiskwise.com

Annex A – Customer Responsibilities (binding)

At AI RiskWise we want our services to help you work more efficiently, safely and confidently. To make that possible, and to ensure that everyone involved is protected, we ask our customers to follow a number of important responsibilities. They are designed to be simple, practical and fully aligned with European law, including the GDPR, the ePrivacy rules and the IDD. By using our services you agree to the following.

1. Be transparent to meeting participants

Our services may only be used when everyone in the meeting knows what is happening. Please make sure that:

- you inform all participants before starting a recording;
- you explain why you are recording, for transcription, summarisation and compliance support;
- you obtain any consent required under the GDPR or national rules;
- you only record meetings where you have a lawful basis to do so.

We provide a notification text you can use if you wish.

2. Keep a licensed adviser in control

Our services are an AI assistant, not a decision maker. This means:

- a licensed adviser must always review the output before you rely on it;
- you remain responsible for decisions, advice and documents shared with your clients;
- the service may not be used as a replacement for professional review, nor as official or legally binding stenography.

3. Use the service only in appropriate settings

You may not use our services for legal or official stenography, political or public events, unlawful monitoring or surveillance, or any use that goes against professional, ethical or regulatory standards. If you are not sure whether a scenario is allowed, ask us.

4. Decide how long you keep data

By default, audio is deleted immediately after processing, and transcript and summary files are kept for 30 days. You may shorten these periods. You are responsible for choosing retention periods that match your own policies, regulatory obligations and risk appetite.

5. Keep your privacy notices and agreements up to date

Because we process personal data on your behalf, your organisation should update its privacy notices, include our services in client agreements where relevant, perform a DPIA or legitimate interests assessment if required, and handle data subject requests from your clients or staff. We provide documentation to help.

6. Protect access

Keep login details private, use strong authentication such as SSO or MFA where possible, report any suspected unauthorised access immediately, and ensure that only authorised users can access meeting content.

7. Represent output responsibly

Output must never be presented as official, binding or guaranteed to be error free. It is supporting material, not professional advice. Always verify and interpret results in the context of your client situation, and position output to your clients as supportive.

8. Work with us on incidents

If you suspect that login details have been misused or that data may have been exposed, contact us as soon as possible. We will do the same if we detect an issue on our side.

9. Comply with applicable laws and sector rules

You confirm that your organisation will follow all applicable laws, including the GDPR, the ePrivacy rules, the IDD or equivalent frameworks in your market, and any local sector-specific obligations. We provide the tools and transparency to help you stay compliant, but your organisation remains responsible for how our services are used within your advisory process.

Optional exhibits, on request

Exhibit 1, recording notice template. Exhibit 2, DPIA input pack. Exhibit 3, enterprise SLA.