

General terms and conditions — Ninety10 AI BV

Clear agreements, in plain language.

Version 4.0 — 13 September 2026 *Replaces the version of 31 July 2026.*

This English version is provided alongside the Dutch original. Both versions are legally valid.

PART A — GENERAL

Art. 1 — Who we are and what this covers

These general terms apply to all services of **Ninety10 AI BV**, registered office at Boterstraat 56, 3120 Tremelo, Belgium. Company and VAT number: **BE 1039.732.112**. Register of Legal Entities (RPR) **Leuven**. In this text we call ourselves Ninety10 AI or we, and we call you, as client or participant, the customer.

These terms apply as soon as you make a request, enrol in a training programme, accept a quote, or work with us. If we depart from them anywhere, we put that in writing.

We work with businesses as well as with private individuals. If you are a **consumer** — you are buying outside your professional activity — then **part D** also applies. Where part D differs from the rest of these terms, part D prevails. The mandatory provisions of consumer protection law apply in full in any event.

We bring these terms to your attention **before your order or enrolment**. By confirming your enrolment or accepting our quote, you confirm that you have been able to read them and that you accept them.

Art. 2 — What we do

Ninety10 AI provides advice, guidance and training in the field of AI for self-employed professionals and small and medium-sized businesses. We help you find where AI creates time and growth, and we guide you in taking the right steps.

Our services are a **best-efforts obligation, not an obligation of result**. We put our full knowledge and experience into moving you forward. We do not guarantee any specific outcome — no particular revenue, time saved, cost reduction, ranking or commercial result — because the end result also depends on choices, effort and circumstances beyond our control.

Our performance is measured against the standard of a **normally prudent and reasonable professional acting in the same circumstances**. Anyone claiming that we fell short must show that we did not meet that standard.

This applies to all our services: advice, implementation guidance, scans, training programmes and cohorts.

Art. 3 – Advice versus execution

This is the heart of how we work together, so we make it very clear.

We give you advice and hand you the insights, structures and recommendations. The decision whether or not to act on that advice is entirely yours. You decide what you implement, how and when. You remain the owner of your processes, your systems and your business.

- We advise. You decide.
- We hand over. You execute, or have it executed under your responsibility.
- We think along about risks. The final risk assessment is yours.

We are not liable for the consequences of a decision you take, not even where that decision is based on our advice. It remains your decision, in your context, which you are best placed to judge. Where you do not follow our advice, follow it partly, or follow it differently than recommended, the consequences fall entirely outside our liability.

Art. 4 – AI tools and agents

A large part of our work revolves around AI tools and agents. We make clear agreements about this, because it is a new and fast-moving field.

Where we advise you on, or help you set up, AI tools or agents, those remain **under your management and your responsibility** after delivery. You decide how you deploy, maintain, adjust and monitor them.

We are not liable for:

- the functioning of, or errors in, third-party AI tools such as ChatGPT, Claude, Gemini or Copilot;
- the actions an agent takes once it is under your management;
- the way you or your staff use the tools and agents;
- measures or sanctions imposed by a tool provider, for example where you act contrary to their terms of use;
- changes in price, functionality or availability made by a tool provider.

Art. 5 – Human oversight as the starting point

We believe in AI with a human at the wheel. We therefore expressly advise against connecting autonomous agents to irreversible or high-risk actions **without a final human check**. In particular:

- financial transactions, payments and invoicing;
- the deletion or overwriting of data;
- legally binding decisions;
- communication that goes directly to the outside world, where a mistake could affect a client relationship or your reputation;
- decisions about people.

Those last two do not mean automation is ruled out there. It can be done, with the right safeguards and within the rules of the GDPR. It means you decide up front what an agent handles on its own and where a human still looks, instead of letting that line emerge by itself.

Where that line lies is a risk assessment, and you are the one who makes it. You know your clients, your processes, your margin and what happens when something goes wrong. We do not know that from the inside, however well we come to know you. We help you ask the right questions and structure the trade-off, but we do not make the decision for you. There is no answer to this question that is right for every business.

If you nonetheless choose to depart from this advice, you do so entirely at your own risk and responsibility. Damage arising from that stands apart from our advice and cannot be attributed to us, because it does not follow from our performance but from a choice made against our express recommendation.

Art. 6 – No legal advice, and your responsibility for the GDPR and the AI Act

We are an AI advisory partner, **not a law firm**. We are not lawyers and we never claim to be. What we share about the GDPR, the European AI Act and Belgian legislation is information and direction, based on **our reading of the state of affairs at the time of the advice**. That regulation is very much in motion: deadlines, obligations and interpretations have already changed since its introduction. A reading that is defensible today may later turn out to be outdated. It is expressly **not legal advice** and does not replace advice from a lawyer or another qualified professional. Using our services does not create a lawyer-client relationship.

We do not monitor whether information given earlier still matches a later state of affairs, and we do not notify you when the regulation changes, unless we make a separate arrangement about that.

We can give you a first direction with AI, so that you ask the right questions sooner and have the right things checked. The final assessment and the responsibility to actually comply with the GDPR, the AI Act and Belgian legislation rest entirely with you.

- You are responsible for GDPR compliance regarding the data you process.
- You are responsible for compliance with the European AI Act in your role as a user or deployer of AI systems, including human oversight and transparency obligations.
- You make the final assessment of the risks and compliance of every AI application you put into use.
- You have a lawyer or other qualified professional carry out the final review where needed.

Where we process personal data on your behalf in the course of our assignment, you act as the **controller** and we act as the **processor**. We will provide you with a data processing agreement for that before we start working with such material.

Output from AI tools can be incomplete or incorrect. Always verify important information, and have legally sensitive decisions reviewed before you act on them.

Art. 7 – Our free tools and content

We make free tools available, such as our scans and MIRA, and we share knowledge through our website and channels. These tools and this content are intended to give you direction, **not to replace full personal advice or an audit**.

The results of a scan are indicative and based on the data you enter yourself. We may change or discontinue free tools at any time.

PART B — WORKING TOGETHER

Art. 8 — Our liability

We take our work seriously and we stand behind its quality. At the same time, we set reasonable limits to our liability.

We are liable only for **direct damage** that is the direct and demonstrable consequence of a fault in our own performance. We are not liable for **indirect damage**, including but not limited to lost profit, missed savings, loss of revenue, loss of data, reputational damage or damage to third parties.

To the extent that we would be liable, our liability is limited to **the invoice amount of the assignment concerned**, or at least the part of the assignment to which the liability relates.

These limitations do **not** apply to damage arising from our own intent or gross negligence, nor to damage affecting a person's life or physical integrity, nor to the non-performance of the essential obligations of the agreement. In those cases the statutory rules apply in full.

Art. 9 — Your obligations

Good collaboration runs both ways. From you we expect that you:

- provide the information and access we need to help you properly, on time and correctly;
- make your wishes clear;
- use our services only for lawful purposes;
- respect the terms of use of the AI tools deployed.

If you provide incomplete or incorrect information, the consequences are for your account.

Art. 10 — Prices and payment

Our prices are agreed in advance in a quote, an enrolment page or a confirmation.

Towards **businesses**, prices are exclusive of VAT unless stated otherwise. Towards **consumers**, we always state the price including VAT and all costs.

For training programmes, cohorts and programmes we invoice before the start. The invoice is paid in full before the start date, unless we have agreed a payment plan in writing.

Invoices are payable within the term stated on the invoice. If no term is stated, a term of fourteen calendar days from the invoice date applies. For cross-border sales we apply the VAT regime that legally applies based on your country and your status as a business or a private individual. If you provide us with a VAT number, you are responsible for its accuracy.

Art. 10bis – Complaints about an invoice

If you disagree with an invoice, let us know within **fourteen calendar days** of the invoice date, in writing or by email, stating what you believe is incorrect. After that term the invoice is deemed accepted.

Disputing part of an invoice does not suspend payment of the undisputed part.

If you are a business, you may not set off our invoices against a counterclaim of any kind, unless we have accepted it in writing or a court has established it.

If you are a consumer, this term does not affect your statutory rights.

Art. 11 – Late payment

If you do not pay within the agreed term, we send you a free reminder before we charge interest or compensation. That reminder states the outstanding amount, the amount of the compensation that will become due, the term within which you can still pay without cost, and our name and company number.

If you are a business, default interest is due from the due date by operation of law and without notice of default, at the interest rate of the Belgian Act of 2 August 2002 on combating late payment in commercial transactions, increased by fixed compensation of **10 %** of the outstanding amount, with a minimum of **50 euro**. In addition, under the same Act you are entitled to the statutory fixed compensation for recovery costs. If we are in default towards you, you are entitled to equivalent compensation under the same conditions.

If you are a consumer, a term of **fourteen calendar days** is observed after the free first reminder before anything becomes due. That term starts on the calendar day after the reminder is sent by email, or on the third working day after it is sent by post. Once it has expired, the following are due:

- default interest at the interest rate of the Act of 2 August 2002, calculated on the outstanding amount from the end of that term; and
- fixed compensation, within the statutory caps: 20 euro where the outstanding amount is 150 euro or less; 30 euro plus 10 % of the part above 150 euro where the amount is between 150.01 and 500 euro; 45 euro plus 5 % of the part above 500 euro, with a maximum of 2,000 euro, where the amount exceeds 500 euro.

The same applies in reverse: if we are in default towards you, you are entitled to equivalent compensation under the same conditions.

Suspension of access

If you do not pay within the term, we may suspend further performance of our services and suspend your access to the sessions, the private community, the recordings and the course materials until payment is settled, without prior notice of default.

We restore your access as soon as we receive your payment, or earlier as soon as you send us proof of payment.

A suspension does not affect what you owe. Sessions that take place during the suspension are deemed delivered and give no right to a refund, a discount or a catch-up session.

If you are a consumer, we only apply the suspension after we have sent you the free reminder.

All outstanding amounts become due

If one invoice remains unpaid after its due date, all other invoices and amounts not yet due from the same client become immediately payable, regardless of the terms originally granted.

Recovery and termination

If an invoice remains unpaid thirty calendar days after the due date, despite the reminder, we may transfer the file to a debt collection agency or to a lawyer without further notice, and pursue recovery through the courts.

If you are a business, the costs of that recovery are borne by you, in accordance with the Act of 2 August 2002.

If you are a consumer, the fixed compensation stated above remains the only amount payable on top of the principal and the late-payment interest. The costs of a debt collection agency are not charged to you in that case.

From that same moment we may terminate the agreement by operation of law and without court intervention, by written notice. What has been delivered at that point remains payable, and our right to compensation is preserved.

Art. 12 – Intellectual property

The methods, models, templates, training materials and tools we develop remain **our intellectual property**, unless agreed otherwise in writing. You receive the right to use the delivered results within your own business, for the purpose for which they are intended.

For assignments with defined deliverables: after full payment you become the owner of the end results made specifically for you. Our pre-existing methods, frameworks and know-how remain ours; on those you receive a non-exclusive right of use to the extent needed.

Art. 13 – Processing of personal data

We handle your personal data with care, in accordance with the GDPR. How we do that is set out in our privacy statement, which applies alongside these terms.

Art. 13bis – We work with AI, and this is how

We are an AI company. We use AI tools in our own work: in preparing sessions and materials, in drafting texts and replies, and in analysing what you send us. That is why we can deliver what we deliver, and we would rather say so up front than have you find out afterwards.

By taking our services, you accept this way of working.

That comes with agreements. These are ours.

What we do

- We process your data in order to perform our agreement with you. That is our legal basis. We do not ask you for separate consent, because consent would not be a valid basis here.
- We limit ourselves to the data needed to deliver what you buy from us. Where we can work without personal data, we do.
- We only use services whose provider commits to processing in accordance with the GDPR, and we conclude the necessary agreements with them.
- A human checks. What AI prepares is read and assessed by us before it reaches you, and before anything irreversible is done with it.

What we do not do

- We use your data solely to carry out our assignment for you. Not for our own commercial purposes, not for marketing, not for product development, and not to learn anything about you that is unrelated to the assignment.
- We do not use your data to train AI models, and we do not permit the providers of the services we use to do so, to the extent we have control over that.
- We do not take decisions about you based solely on automated processing that produce legal effects for you.
- **We do not sell your data.** Not to advertisers, not to data brokers, not to anyone. We do not rent it out, we do not trade it, and we do not share it with third parties for their own commercial purposes. The only parties who see your data are the service providers we need in order to do our work, and they may use it solely on our behalf.
- If we want to use your name, your company, your logo or your story in our communication, we ask you separately and in advance. If you say no, that changes nothing about what we do for you.

Your side

You never have to give us more data than necessary. If you send us material containing data about your own clients or staff, you remain the controller for that data and we act as processor. We will provide you with a data processing agreement for that before we start working with such material.

If you want to know which tools we are using at any given moment, ask us. We will simply tell you. If you object to a particular processing activity, let us know at **dorien@ninety10ai.com** and we will look together for a way of working you are comfortable with.

These agreements do not affect your rights under the GDPR: access, rectification, erasure, restriction, portability and objection. How to exercise them is set out in our privacy statement.

Art. 14 – Confidentiality

Both parties treat confidential information as confidential, during the collaboration and for three years afterwards.

We only mention your name or the nature of the assignment as a **reference** after you have given us separate, prior permission, as described in Article 13bis.

Art. 15 – Duration, termination and force majeure

An assignment runs for the duration agreed in the quote or confirmation. In a collaboration of indefinite duration, either party may terminate it in writing with a reasonable notice period. Services already delivered and costs already incurred remain due up to the end date.

Without prejudice to Article 11, we may end a collaboration with immediate effect where you seriously or repeatedly fail to meet your obligations and do not remedy this within a reasonable period after a written notice of default.

Neither party is liable for delay or non-performance resulting from **force majeure**: circumstances beyond its reasonable control, such as serious technical failures, the failure of essential third-party services, fire, illness or government measures. The affected party informs the other as soon as possible. If the force majeure lasts longer than a reasonable period, either party may terminate the agreement in writing for the part not yet performed, without compensation.

PART C – TRAINING PROGRAMMES, COHORTS AND ONLINE PROGRAMMES

This part applies to all our training programmes, cohorts and online programmes, alongside the rest of these terms.

Art. 16 – Enrolment and confirmation

Your enrolment is final once we confirm it in writing or by email. Places are allocated in order of enrolment.

Your access to the sessions, the community and the materials starts once we have received your payment. If the programme has not been paid by the start date and no payment plan has been agreed, we may postpone access until payment is received. The enrolment and the amount owed remain in force in that case.

Where a payment plan has been agreed, your access starts once we receive the first instalment and continues for as long as you pay the instalments on time.

Where a business enrolls a participant, that business is our debtor for the full amount. An internal arrangement between the business and the participant does not change this, and a reference to an employer, a subsidy or a third-party payer does not release the enrolling party from payment.

We may cancel or move a training programme where there are too few participants or in the event of force majeure. If a programme does not go ahead, you choose between taking part in a following edition or a refund of what you paid for the part not delivered.

Art. 17 – Participation is personal

Your enrolment is for **one named participant**. Access to the sessions, the community and the materials is personal and may not be shared, passed on or resold. If you want to transfer the place to someone else, that is possible with our agreement.

Where a business enrolls several employees, a separate enrolment applies per employee.

Art. 18 – Absence, recordings and catching up

If you cannot attend a live session, the full amount remains due. We provide recordings of the sessions so you can catch up, but a recording does not fully replace the live session – the interaction and the work on your own situation cannot be captured in it.

We are not obliged to refund or discount sessions you do not attend yourself.

Art. 19 – Changes to the programme

We may adjust the content, the order and the dates of sessions where this benefits quality or where circumstances require it. That does happen in this field: the tools change fast, and what is right today can be out of date next month. We notify you in good time and the whole remains equivalent to what was announced.

Art. 19bis – Individual 1:1 sessions

Where a programme includes individual 1:1 sessions, the number of them is stated in the enrolment or on the invoice. Those sessions are available during the run of the programme, at a rhythm of **at most one per week**.

You book them yourself through the booking page we provide, at a time that fits both diaries. We keep slots free for this throughout the full run.

You decide what you spend a session on, within the subject of the programme. What you build during those sessions, you build yourself, with our guidance. How far you get depends on your own preparation and effort. We commit to guidance, not to a particular number of delivered automations or a particular result.

Sessions you have not booked by the end of the run have been made available and are deemed delivered. They give no right to a refund, a discount, or transfer to a following programme. We remind you at least once during the run of the sessions you still have outstanding.

Individual sessions that do not go ahead because of you and that were not cancelled at least 24 hours in advance are likewise deemed delivered. If you cannot attend due to force majeure, let us know and we will look for a solution together.

Art. 20 – Payment plans

Where we agree payment in instalments, the **full amount remains due**, even if you stop the programme early. The due dates are stated on the invoice or in the confirmation. If you are a consumer, this does not affect your right of withdrawal under Articles 22 and 23.

A payment plan applies to the amount excluding VAT only. VAT is always paid up front and in one go, together with the first instalment. The reason is simple: we have to remit that VAT in the quarter of the invoice, regardless of when you pay. We do not pre-finance it. Where no VAT is due, for example under reverse charge or outside the European Union, this does not apply and all instalments are equal.

If an instalment remains unpaid after its due date, we may suspend access to the remaining sessions, the community and the materials as set out in Article 11, and the remaining instalments become immediately payable.

Art. 21 – Materials, community and access

The course materials — decks, templates, videos, working files, skills and prompts — remain our intellectual property. You may use them **within your own business**. You may not publish, distribute or resell them, or use them to give a training programme of your own.

Your access to the course materials and the recordings of the sessions applies after payment in full and is then unlimited in time, for as long as we offer the programme or a successor to it.

Where a payment plan has been agreed, you keep that access for as long as you pay the instalments on time; it becomes permanent after the final instalment.

Attendance certificates, certificates and documents for subsidy files are provided after payment of the programme in full. The same applies to the private community. We may change the platform on which it runs; in that case we provide an equivalent alternative and notify you beforehand.

Were we ever to discontinue the programme entirely, we will tell you at least three months in advance, so that you can save the materials you are entitled to.

In the community we expect respectful conduct. What fellow participants share about their own business stays within the group. In the event of serious or repeated breaches, we may end access without a refund.

PART D — SPECIFIC PROVISIONS FOR CONSUMERS

This part applies where you buy as a consumer, that is, outside your professional activity. Where this part differs from the rest, this part prevails.

Art. 22 – Your 14-day right of withdrawal

If you buy at a distance — through our website, by email or by telephone — you have the right to withdraw from your purchase within **14 calendar days**, without giving a reason and without cost.

The period starts on the day after the agreement was concluded.

To exercise your right of withdrawal, tell us unambiguously that you are withdrawing from the agreement. A plain email to **dorien@ninety10ai.com** is enough, or you can use the model form in the annex. Sending a message within the period is sufficient — it does not have to be processed within the period.

If you withdraw, we refund everything you paid within **14 days** of receiving your message, using the same payment method you used.

Art. 23 – When your right of withdrawal ends

A training programme often starts within those 14 days. That is why, at enrolment, we expressly ask you to confirm two things:

1. that you **expressly request** that we already start the service during the 14-day cooling-off period; and
2. that you **acknowledge that you lose your right of withdrawal** once the service has been fully performed.

If you confirm both, you lose your right of withdrawal as soon as we have fully performed the service. If you have partly used the service and you withdraw within the period, you pay an amount proportionate to what has already been delivered.

If you do not confirm those two points, you keep your right of withdrawal in full, even if you have already been given access. We therefore always ask for that confirmation explicitly, with a separate box to tick – never tacitly, never pre-ticked.

Art. 24 – Prices

All prices we show to consumers are **inclusive of VAT and all unavoidable costs**. What you see is what you pay.

Art. 25 – Statutory guarantee and conformity

We deliver our services as may reasonably be expected on the basis of what we announced. If our service does not meet that, you have the rights granted to you by the Belgian Code of Economic Law. These terms do not detract from those rights.

Art. 26 – Complaints and disputes

If you have a complaint, tell us first at **dorien@ninety10ai.com**. We take every complaint seriously and respond within seven working days.

If we cannot resolve it together, you can turn free of charge to the Belgian **Consumer Ombudsman Service** (Consumentenombudsdienst), North Gate II, Koning Albert II-laan 8 box 1, 1000 Brussels – consumentenombudsdienst.be. You always retain the right to go to court.

Art. 27 – Applicable law

Belgian law applies to our collaboration.

Disputes we cannot resolve by mutual agreement are submitted to the competent courts of the judicial district where our registered office is located. **If you are a consumer**, this jurisdiction clause does not apply and the statutory rules on jurisdiction apply, including the possibility of bringing proceedings before the court of your own place of residence.

If any provision of these terms is void or unenforceable, the remaining provisions continue to apply in full.

Art. 28 — Questions?

Something not clear, or would you like a tailored arrangement? Just ask.

Dorien Van Driessche dorien@ninety10ai.com • +32 (0)477 57 16 46 ninety10ai.com

ANNEX — Model withdrawal form

Only complete and return this if you wish to withdraw from the agreement. A plain email with the same content is equally valid.

To: Ninety10 AI BV
 Boterstraat 56, 3120 Tremelo, Belgium
 dorien@ninety10ai.com

I/we hereby give notice that I/we withdraw from our agreement concerning the following service:

Service :
Ordered on :/...../20.....
Consumer name :
Address :
Signature :
 (only for a paper notification)
Date :/...../20.....

90% AI + 10% YOU = 100% IMPACT — Human Centered AI **Ninety10 AI BV** • Boterstraat 56, 3120 Tremelo, Belgium • VAT BE 1039.732.112 • RPR Leuven