Terms and Conditions

Version: 1.0.0 **Date:** 2026-07-07

Definitions

In these Terms and Conditions:

> Means a user account created to access the Service. Means these Terms and Conditions, the Privacy Policy, the Data Processing Agreement, and any other policies incorporated by reference. Means individuals authorised by Customer to use the Service under Customer's subscription. Means the organisation or individual that has subscribed to the Service. Means all data, including personal data, that Customer or Authorised Users upload, transmit, or process through the Service. Means the user guides, technical specifications, and other materials provided by Evidia regarding the Service. Means the date on which Customer accepts these Terms or first uses the Service. Means the subscription fees and any additional charges for the Service. Means Customer's order for subscriptions, whether via online signup, written agreement, or other ordering process. Means the Evidia Platform provided by Evidia, including all features, functionality, and associated services. Means Customer's subscription to the Service for a specified term. Means services, software, or content provided by third parties that integrate with or are accessible through the Service. Means TODO COMPANY LEGAL NAME. Means Customer.

Agreement Formation

Acceptance of Terms

By accessing or using the Service, you agree to be bound by this Agreement. If you are accepting on behalf of an organisation, you represent that you have authority to bind that organisation.

Order of Precedence

In the event of conflict between documents, the following order of precedence applies:

1. Any written agreement signed by both parties
2. The Data Processing Agreement
3. These Terms and Conditions
4. The Privacy Policy
5. Other policies referenced herein

Changes to Terms

We may update these Terms from time to time. We will notify you of material changes via email or through the Service. Continued use after changes become effective constitutes acceptance.

Service Description

Overview

The Service is an AI-powered meeting analysis and compliance platform designed for financial services professionals, providing:

- Automatic meeting recording and transcription
- AI-powered compliance analysis and scoring
- Meeting summaries and action item extraction
- Conversational AI assistance for meeting queries
- Calendar integration and meeting scheduling
- Audit trail and compliance reporting

AI Transparency and Human Oversight

The Service is an AI-assisted documentation and analysis tool designed with human oversight as a core principle. AI outputs are advisory and require human review before action. This approach includes:

- Human oversight for critical AI outputs
- Transparency about AI capabilities and limitations
- Comprehensive audit logging
- Regular accuracy testing and monitoring

For detailed information about our AI systems and EU AI Act compliance, see Chapter **??**.

Service Availability

We aim to provide the Service with high availability. Specific uptime commitments, if any, are set forth in your Order or a separate service level agreement.

Service Changes

We may modify, suspend, or discontinue features of the Service with reasonable notice. We will not materially reduce core functionality during your Subscription term without providing an alternative or refund.

Subscriptions and Fees

Subscription Terms

1. Subscriptions are purchased for a specified term (e.g., monthly or annual)
2. Subscriptions automatically renew unless terminated in accordance with these Terms
3. Renewal pricing may change with 30 days' notice

Fees and Payment

1. You agree to pay the Fees for your Subscription
2. Fees are billed in advance unless otherwise specified
3. Payment is due within 30 days of invoice
4. We may suspend the Service for non-payment with 10 days' notice
5. Overdue amounts accrue interest at the statutory rate

Taxes

Fees are exclusive of taxes unless otherwise stated. You are responsible for all applicable taxes, except for taxes based on our net income.

Price Changes

We may increase Fees upon renewal with 60 days' notice. You may terminate before the renewal date if you do not accept the new pricing.

Use of Service

Permitted Use

Subject to this Agreement, we grant you a limited, non-exclusive, non-transferable right to:

1. Use the Service for your internal business purposes
2. Permit Authorised Users to access the Service
3. Use the Documentation in connection with the Service

Usage Limits

1. Subscriptions are subject to usage limits (e.g., number of users, meetings, storage)
2. Exceeding limits may result in additional charges or service restrictions
3. We will notify you when approaching usage limits

Acceptable Use Policy

You agree not to:

1. Use the Service for any unlawful purpose
2. Upload malicious code or attempt to compromise Service security
3. Reverse engineer, decompile, or disassemble the Service
4. Resell or redistribute the Service without authorisation
5. Use the Service to process data of competitors
6. Record meetings without proper consent from all participants
7. Use the Service in a manner that violates applicable laws or regulations

Consent Obligations

You are solely responsible for:

1. Obtaining consent from all meeting participants before recording
2. Informing participants of the privacy implications of AI analysis
3. Ensuring your use of the Service complies with applicable data protection laws
4. Maintaining records of consent obtained

User Responsibilities

You agree to:

1. Keep account credentials secure
2. Promptly notify us of unauthorised access
3. Ensure Authorised Users comply with this Agreement
4. Use strong passwords and enable multi-factor authentication

Customer Data

Ownership

You retain all right, title, and interest in Customer Data. We acquire no rights in Customer Data except as necessary to provide the Service.

Processing

We will process Customer Data only:

1. As necessary to provide the Service
2. In accordance with your instructions
3. As required by applicable law

Data Security

We will implement appropriate technical and organisational measures to protect Customer Data as described in the Data Processing Agreement and Chapter **??**.

Data Retention and Deletion

1. We will retain Customer Data during your Subscription
2. Upon termination, you may request export of Customer Data
3. We will delete Customer Data within 90 days of termination, subject to legal retention requirements

Tenant-configured retention periods apply during the active subscription. Upon termination, any remaining data will be deleted within 90 days, regardless of configured retention, unless export is requested or legal requirements apply.

Data Residency

All Customer Data is stored and processed within the European Union. We will not transfer Customer Data outside the EEA without your prior written consent.

Intellectual Property

Our IP

We retain all right, title, and interest in:

1. The Service and all software, technology, and content therein
2. Our trademarks, trade names, and branding
3. Improvements, enhancements, and derivatives of the Service

Feedback

If you provide feedback or suggestions regarding the Service, we may use such feedback without obligation to you.

AI-Generated Content

1. AI-generated content (transcripts, summaries, analyses) is provided for informational purposes
2. You retain ownership of your Customer Data and meeting content
3. We may use aggregated, anonymised data to improve our AI models
4. You acknowledge that AI-generated content may contain errors

Confidentiality

Definition

"Confidential Information" means information disclosed by one party to the other that is marked confidential or would reasonably be understood as confidential.

Obligations

Each party agrees to:

1. Protect Confidential Information with reasonable care
2. Use Confidential Information only for purposes of this Agreement
3. Not disclose Confidential Information to third parties without consent

Exceptions

These obligations do not apply to information that:

1. Is or becomes publicly available without breach
2. Was already known to the receiving party
3. Is independently developed
4. Must be disclosed by law (with notice to the other party)

Warranties

Our Warranties

We warrant that:

1. The Service will perform substantially as described in the Documentation
2. We will not introduce malicious code into the Service
3. We will process Customer Data in accordance with the Data Processing Agreement

Your Warranties

You warrant that:

1. You have the right to upload and process Customer Data through the Service
2. Your use of the Service will not violate applicable laws
3. You will obtain necessary consents from meeting participants

Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

AI Limitations

YOU ACKNOWLEDGE THAT:

1. AI-generated content may contain errors or inaccuracies
2. AI should not be the sole basis for legal or compliance decisions
3. Human review is required for critical compliance findings
4. AI capabilities and accuracy may vary over time

Limitation of Liability

Exclusion of Consequential Damages

NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITY.

Liability Cap

EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE GREATER OF:

1. The Fees paid or payable in the 12 months preceding the claim
2. **[TODO: Liability cap amount to be determined]**

Exceptions

These limitations do not apply to:

1. Breach of confidentiality obligations
2. Your payment obligations
3. Data protection violations caused by our gross negligence or wilful misconduct
4. Liability that cannot be limited by law

Indemnification

Our Indemnity

We will indemnify you against claims that the Service infringes any patent, copyright, or trademark, provided you:

1. Notify us promptly of the claim
2. Allow us to control the defence
3. Cooperate reasonably in the defence

If the Service becomes or may become infringing, we may:

1. Modify the Service to make it non-infringing
2. Obtain a licence for continued use
3. Terminate this Agreement and refund prepaid Fees

Your Indemnity

You will indemnify us against claims arising from:

1. Your Customer Data
2. Your breach of this Agreement
3. Your violation of applicable law
4. Alleged infringement by your use of the Service

Term and Termination

Term

This Agreement begins on the Effective Date and continues until terminated.

Termination for Convenience

Either party may terminate:

1. At the end of a Subscription term with 30 days' notice
2. For annual Subscriptions, with 60 days' notice before renewal

Termination for Cause

Either party may terminate:

1. Upon material breach that is not cured within 30 days' notice
2. Immediately if the other party becomes insolvent or files for bankruptcy

Effects of Termination

Upon termination:

1. Your access to the Service will cease
2. You may request export of Customer Data within 30 days
3. We will delete Customer Data in accordance with Section 5.4
4. Provisions that by nature survive will remain in effect
5. No refund of prepaid Fees for partial periods (unless termination by us for cause)

General Terms

Governing Law

This Agreement is governed by Dutch law, without regard to conflict of law principles.

Dispute Resolution

Any dispute arising from this Agreement will be submitted to the exclusive jurisdiction of the courts of Amsterdam, Netherlands.

Assignment

You may not assign this Agreement without our prior written consent. We may assign to an affiliate or successor in connection with a merger or acquisition.

Force Majeure

Neither party is liable for delays or failures due to circumstances beyond reasonable control, including natural disasters, war, terrorism, or government actions.

Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

Severability

If any provision is found unenforceable, the remaining provisions will continue in full force.

No Waiver

Failure to enforce any provision does not constitute a waiver.

Notices

Notices must be in writing and sent to:

- **To us:** legal@evidia.ai or Laan van Chartroise 219
  3552ET Utrecht
  Netherlands
- **To you:** The email address associated with your account

Contact

For questions about these Terms and Conditions:

- **Email:** legal@evidia.ai
- **Address:** Laan van Chartroise 219
  3552ET Utrecht
  Netherlands