



Be Informed Terms of Service



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These Be Informed Terms of Service ("Terms") are a legally binding agreement between Be Informed B.V., registered at the Dutch Chamber of Commerce under number 60027541, The Netherlands ("**Be Informed**", "we", "our" or "us"), and persons acting in the course of their trade, business or profession and to legal entities and public bodies acting for their organizational purposes accepting these Terms ("**Licensee**", "you" or "your"). By creating an Account, accepting an Order, purchasing a Subscription, or accessing or using the Services, you agree to be bound by these Terms. If you do not agree, you must not access or use the Services.

Contents

1.	About these Terms	3
2.	Definitions	3
3.	Eligibility, authority and professional use.....	4
4.	Contract formation and order of precedence	4
5.	Accounts, tenants and administration	5
6.	Right to access and use the Services	5
7.	Subscription Plans, Entitlements and Limits	6
8.	Changes to the Services	6
9.	Fees, billing, renewal and payment.....	7
10.	Credits and usage-based Services	7
11.	Customer Content and Service Data	8
12.	Artificial Intelligence features	9
13.	Regulatory content and customer responsibility	9
14.	Third-Party Services, content and integrations	10
15.	Acceptable Use Policy	10
16.	Security, privacy and confidentiality	11
17.	Availability, maintenance, support and beta features.....	12
18.	Intellectual property, open source and feedback.....	12
19.	Warranties and disclaimers	13
20.	Suspension	13
21.	Term, cancellation and termination	13
22.	Data export, retention and deletion.....	14
23.	Liability and indemnities	14
24.	Changes to these Terms and prices	15
25.	General provisions.....	16

1. About these Terms

- 1.1. These Terms govern access to and use of the Be Informed Services. The Services may include software-as-a-service offerings, customer portals, documentation services, online learning environments and related digital functionality operated by Be Informed, together with related websites, documentation, support and service-specific functionality included in the applicable Subscription or identified in an Order (collectively, the "Services").
- 1.2. The public Be Informed website and publicly available website content are governed by the Website Terms of Use, except where that website content is expressly incorporated into an Order or is presented as part of the applicable Subscription during registration or checkout.
- 1.3. The Services are provided as hosted software-as-a-service. These Terms do not transfer ownership of the Software or provide Licensee with a copy of source code, except where expressly stated in separate written terms.
- 1.4. Certain organizational and enterprise managed-service, professional-services, resale, on-premises or other contracted offerings may be governed by separate written agreements. If a separate agreement expressly applies to the same Services, that agreement prevails to the extent of conflict.
- 1.5. Headings are for convenience only. Words such as "including" and "for example" are illustrative and do not limit the words that precede them.

2. Definitions

- 2.1. **Account** means the individual user identity used to access the Services.
- 2.2. **Administrator** means an Authorized User, acting on behalf of Licensee, given administrative permissions within a Tenant.
- 2.3. **Authorized User** means an individual whom Licensee permits to access the Services under a Subscription.
- 2.4. **Credits** means contractual usage units that may be consumed by designated usage-based Services.
- 2.5. **Customer Content** means all data, source material, documents, models, interpretations, prompts, configurations, files, comments and other content submitted to, stored in, created in or transmitted through the Services by or for Licensee, excluding Service Data.
- 2.6. **Documentation** means the user documentation, instructions and technical information made available by Be Informed for the Services.
- 2.7. **Entitlement** means a configured right to access or use the capability of the Services.
- 2.8. **Fees** means all subscription fees, one-off charges, Credit charges, taxes and other amounts payable for the Services.
- 2.9. **Licensee** is the contracting party, accepting these Terms, identified in the accepted registration or Order. Responsible for compliance with these Terms by its Authorized Users.
- 2.10. **Limit** means a quantitative or technical limit applicable to a Subscription, including users, storage, projects, resources, transactions, runtime or usage.
- 2.11. **Order** means the online checkout, order confirmation, order form or other transaction record that identifies the Subscription, Entitlements, Limits, Fees, Subscription Term and other material commercial conditions accepted by Licensee.

- 2.12. **Service Data** means security, diagnostic, operational, performance, telemetry and usage data generated through operation of the Services, excluding Customer Content in identifiable form.
- 2.13. **Software** means the Be Informed software, platform components, models, algorithms and technology used to provide the Services.
- 2.14. **Subscription** means the right to use specified Services for the Subscription Term, subject to applicable Entitlements and Limits.
- 2.15. **Subscription Term** means the period for which a Subscription is purchased or renewed.
- 2.16. **Tenant** means a logically separated Be Informed environment associated with a Licensee and its commercial configuration.
- 2.17. **Tenant Owner** means the person, acting on behalf of the Licensee, responsible for a Tenant, its Subscription and Authorized Users.
- 2.18. **Third-Party Service** means a product, content source, integration, model, infrastructure service, payment service or other service provided by a party other than Be Informed.

3. Eligibility, authority and professional use

- 3.1. You may accept these Terms and use the Services only if you legally capable of entering into a binding agreement.
- 3.2. If you accept these Terms on behalf of a company, public body, team, employer or other organization, you represent and warrant that you have authority to bind that entity. In that case, "Licensee", "you" and "your" refer to that entity.
- 3.3. The Services, including all free plans, are offered exclusively to persons acting in the course of their trade, business or profession and to legal entities and public bodies acting for their organizational purposes. The Services are not offered for personal, family or household use. Licensee represents that it meets these eligibility requirements and shall ensure that all use by its Authorized Users is for Licensee's professional or organizational purposes.
- 3.4. You must provide accurate, current and complete registration, billing and contact information and keep that information updated.

4. Contract formation and order of precedence

- 4.1. An agreement is formed when you accept these Terms through the registration or checkout flow, when Be Informed accepts an Order, or when you first access the Services, whichever occurs first.
- 4.2. The agreement consists of the applicable documents below. If they conflict, the following order of precedence applies: (a) the Order; (b) any service-specific terms expressly incorporated into the Order; (c) the applicable Data Processing Addendum, solely for processing of personal data; (d) these Terms; and (e) the Documentation.
- 4.3. A pricing page, plan comparison, product page or other public description forms part of the agreement only to the extent that it is expressly incorporated into the Order or its applicable information is recorded or reproduced in the registration, checkout or order-confirmation process.

- 4.4. Any additional or different terms proposed or provided by Licensee, including terms contained in or referred to in a purchase order, procurement portal, email, comment, correspondence or other Licensee document or communication, do not form part of the agreement and do not modify these Terms. Be Informed expressly and completely rejects these additional or different terms proposed or provided by Licensee, in advance.
- 4.5. Electronic acceptance and electronic records may be used to evidence the agreement, Orders, notices, renewals, cancellations and changes.
- 4.6. Licensee is responsible for retaining a copy of the applicable Order and these Terms. Be Informed will make the current version of these Terms available electronically and will retain records of acceptance and the material purchase details presented to Licensee, including the applicable Subscription, Fees, Subscription Term, material Entitlements and Limits at the time of registration, purchase or renewal, in accordance with applicable law and its retention policies.

5. Accounts, tenants and administration

- 5.1. Each Authorized User must use an individual Account. Credentials may not be shared, transferred or made available to another person.
- 5.2. Licensee is responsible for maintaining the confidentiality of credentials, using reasonable security measures, and promptly notifying Be Informed of suspected compromise, unauthorized access or misuse.
- 5.3. A Tenant may be used only by the number and type of Authorized Users permitted by the Subscription.
- 5.4. The Tenant Owner is responsible for the Subscription, user invitations, removal of users and designation of Administrators. Licensee is responsible for actions taken through its Accounts and Tenant, except to the extent directly caused by Be Informed's breach of its obligations.
- 5.5. Administrators may manage Authorized Users, permissions, settings and shared Customer Content within the permissions made available by the Services. Licensee is responsible for informing Authorized Users of Administrator access and for configuring access appropriately.
- 5.6. Customer Content stored in a Tenant is controlled by the Tenant Owner or the entity on whose behalf the Team Tenant is operated, subject to applicable law. An Authorized User may lose access to Tenant content when removed from the Tenant or when the Subscription ends.
- 5.7. Be Informed may require multi-factor authentication, credential reset, reauthentication or other reasonable safeguards where necessary to protect the Services, Licensee or other users.
- 5.8. Licensee may not create Accounts using false identity information, impersonate another person, or use Accounts to evade a suspension, Limit or payment obligation.

6. Right to access and use the Services

- 6.1. Subject to these Terms, the applicable Order and timely payment of Fees, Be Informed grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable and revocable right during the Subscription Term to access and use the Services and Documentation within the applicable Entitlements and Limits.
- 6.2. Licensee may use the Services for its own professional or organizational purposes. Use for the benefit of resale or sublicensing is permitted only if expressly included in the applicable Subscription or agreed in writing.

- 6.3. No ownership rights are transferred. All rights not expressly granted are reserved by Be Informed and its licensors.
- 6.4. Licensee must use the Services in accordance with the Documentation, applicable law, the Acceptable Use Policy, applicable service-specific terms and reasonable technical instructions issued for security or continuity.

7. Subscription Plans, Entitlements and Limits

- 7.1. Be Informed may offer free and paid Subscriptions, one-off Entitlements, additional-user options, add-ons and Credit bundles. Before Licensee purchases a paid offering, Be Informed will display the applicable Fees, Subscription Term, material Entitlements and Limits, and other material commercial conditions. The applicable Order records the offering accepted by Licensee.
- 7.2. Commercial product names do not themselves define contractual functionality. Access is determined by the Entitlements and Limits associated with the applicable Subscription and recorded in the applicable Order.
- 7.3. Be Informed may describe available Subscriptions, features, Entitlements, Limits, usage allowances, add-ons and Fees on its website, in the Services, through account pages or through other electronic channels. These descriptions may change for future purchases and renewals. The applicable Order records the offering accepted by Licensee.
- 7.4. Licensee may not exceed or circumvent an applicable Limit. If a Limit is reached, Be Informed may restrict the relevant functionality, require an upgrade, offer an additional option or charge an amount disclosed before the additional usage is incurred.
- 7.5. Unused capacity, Limits or included usage do not carry over to a later period unless the applicable Order expressly states otherwise.
- 7.6. Be Informed may introduce, rename or withdraw Subscription types for future purchases or renewals. Changes to an existing paid Subscription are governed by Articles 8 and 24.

8. Changes to the Services

- 8.1. The Services are developed continuously. Be Informed may add, modify, replace or discontinue features, integrations, models, technical components, user interfaces and methods of delivery.
- 8.2. Unless an applicable Order expressly states otherwise, Be Informed is not required to maintain a specific feature, integration, third-party dependency or technical implementation.
- 8.3. Where a change materially and adversely reduces the principal paid use of a Subscription during a prepaid fixed Subscription Term, Be Informed will, where reasonably practicable, provide advance notice. If Be Informed cannot provide a materially equivalent alternative, Licensee may terminate the affected paid Subscription and request a pro rata refund for the unused prepaid period.
- 8.4. Article 8.3 does not apply where a change is reasonably required to address security, abuse, legal or regulatory requirements, third-party rights, end-of-life technology, or circumstances outside Be Informed's reasonable control. Be Informed will seek to minimize avoidable disruption.
- 8.5. Preview, beta, experimental and early-access features may be changed or discontinued at any time and are governed by Article 17.6.

9. Fees, billing, renewal and payment

- 9.1. Fees, billing frequency, currency and applicable taxes will be displayed in the Order or checkout before purchase. Unless stated otherwise, prices exclude value added tax and other governmental charges.
- 9.2. Licensee authorizes Be Informed and its payment service provider to charge the selected payment method for the initial purchase and, for recurring Subscriptions, each renewal until cancellation.
- 9.3. A recurring Subscription renews automatically for successive periods equal to the Subscription Term unless canceled or extended by Licensee for a longer Subscription Term before the renewal date. The renewal date and cancellation method will be made available in the Account or Order confirmation.
- 9.4. Cancellation prevents future renewal. Unless required by law or expressly stated otherwise, cancellation does not end the current paid Subscription Term early and does not create a right to a refund for a partially used period.
- 9.5. An upgrade may take effect immediately and may be charged on a prorated or other basis disclosed before confirmation. A downgrade ordinarily takes effect at the next renewal and may result in loss of Entitlements, reduced Limits or restricted access to content exceeding the new Limits.
- 9.6. No paid Entitlement, additional capacity or Credit balance is granted until payment is successfully confirmed. If payment fails, is reversed, disputed or cancelled, Be Informed may reject the purchase, retry collection, restrict paid functionality, downgrade the Subscription or suspend access to affected paid Services.
- 9.7. Before suspension for a failed recurring payment, Be Informed may provide a reasonable opportunity to update the payment method. Immediate restriction may occur where payment fraud, chargeback abuse or other material risk is reasonably suspected.
- 9.8. Payment services may be provided by a third-party payment service provider. In that case Be Informed does not need to receive or store full payment-card details, but retains payment references, customer identifiers, invoice information and transaction status needed for entitlement enforcement, accounting, fraud prevention and support.
- 9.9. Licensee must raise a billing dispute promptly through the published support channel and provide reasonable details. A dispute concerning one charge does not suspend payment of undisputed Fees.
- 9.10. Except where these Terms expressly provide otherwise or mandatory law requires, all purchases are final and non-refundable once the purchased Subscription, Entitlement or Credits have been made available.

10. Credits and usage-based Services

- 10.1. Certain Services require Credits. Credits may be included in a Subscription or purchased separately in bundles.
- 10.2. Credits are contractual usage units only. They are not currency, electronic money, a bank deposit, stored value or a property interest. They have no cash value and may not be sold, transferred, pledged or exchanged, except where Be Informed expressly permits a transfer between Tenants.
- 10.3. The usage metric and Credit consumption rate applicable to a usage-based Service will be displayed in the Services or otherwise disclosed to Licensee before the relevant usage begins. Depending on the Service, usage may be measured by runtime, transactions, processing, storage or another disclosed metric.

- 10.4. Credits are deducted from the applicable Tenant balance as usage occurs. Licensee is responsible for stopping or disabling resources that continue to consume Credits. Be Informed may automatically stop, pause or restrict a Service when the available balance is insufficient.
- 10.5. A Credit consumption rate may be changed prospectively upon reasonable notice. A change will not retroactively alter Credits already consumed.
- 10.6. Credits may expire only if the expiry period is disclosed before acquisition or included in the applicable Order. Unless otherwise stated, expiration of a Subscription does not automatically extend the validity of Credits.
- 10.7. Be Informed's usage records are the basis for charging Credits, subject to Licensee's right to provide reasonable evidence of a measurement error. Be Informed will correct a verified material error by restoring or adjusting Credits.
- 10.8. Unused or expired Credits are not refundable except where these Terms expressly provide otherwise or mandatory law requires a refund.

11. Customer Content and Service Data

- 11.1. As between the parties, Licensee retains all rights it has in Customer Content. Be Informed does not acquire ownership of Customer Content.
- 11.2. Licensee grants Be Informed and its authorized subprocessors a non-exclusive, worldwide right during the agreement to host, reproduce, transmit, process, display, back up, secure and otherwise use Customer Content only as necessary to provide, maintain, support and protect the Services, comply with law and enforce these Terms.
- 11.3. Licensee represents that it has all rights, permissions and lawful grounds necessary to submit and use Customer Content and to instruct Be Informed to process it. Licensee remains responsible for the legality, accuracy, quality and integrity of Customer Content, and will fully indemnify Be Informed in case of third-party claims.
- 11.4. Be Informed may generate and use Service Data to operate, secure, monitor, support, meter and improve the Services, detect abuse, plan capacity and produce aggregated statistics.
- 11.5. Be Informed may use aggregated or de-identified information derived from Service Data or Customer Content only where it does not identify Licensee, an Authorized User, a person or confidential Customer Content and where re-identification is not reasonably intended.
- 11.6. Be Informed will not use Customer Content, Customer models or prompts to train a general-purpose or shared AI model for the benefit of other customers unless Licensee separately and expressly agrees in writing or through a specific opt-in mechanism that clearly describes that use.
- 11.7. Licensee should maintain appropriate copies of Customer Content where required for business continuity, legal retention or regulatory purposes. Unless expressly agreed in an Order or separate written agreement, the Services are not Licensee's legal archive or sole system of record.

12. Artificial Intelligence features

- 12.1. Some Services may use artificial intelligence, machine learning or third-party foundation models to assist with extraction, classification, drafting, interpretation, modeling or other tasks ("AI Features"). Additional AI Terms may apply.
- 12.2. Licensee is responsible for all prompts, instructions, source materials and other input submitted to AI Features and for determining whether use of an AI Feature is lawful and appropriate for its purpose.
- 12.3. AI-generated output may be inaccurate, incomplete, misleading, outdated, biased, non-unique or unsuitable for Licensee's purpose. AI output must be reviewed and validated by a suitably qualified person before it is relied upon, published, implemented or used to make a decision.
- 12.4. AI output does not constitute legal, regulatory, compliance, financial or other professional advice and does not replace independent judgment or expert review.
- 12.5. Licensee remains responsible for all decisions, interpretations, models, publications, actions and outcomes resulting from use of AI Features or AI output.
- 12.6. Licensee must not submit personal data, confidential information, protected source material or other sensitive data to an AI Feature unless such use is expressly supported by the applicable AI Feature and permitted by the applicable Documentation, Privacy Notice, Data Processing Addendum, Licensee's own policies and a valid lawful basis.
- 12.7. AI Features may depend on Third-Party Services. Model availability, behavior, restrictions and output may change. Be Informed may replace or disable an AI provider or model in accordance with Article 8.
- 12.8. To the extent Be Informed has rights to grant, Licensee may use output generated specifically for it, subject to these Terms and third-party rights. Be Informed does not warrant that output is protectable by intellectual-property rights or that similar output will not be generated for another user.

13. Regulatory content and customer responsibility

- 13.1. The Services may assist Licensee in identifying, collecting, annotating, interpreting, modeling, transforming, operationalizing, publishing or monitoring laws, regulations, policies, standards, obligations and other source material.
- 13.2. Be Informed does not determine which requirements apply to Licensee and does not warrant that source material, metadata, interpretations, models, generated output, bundles or publications are legally correct, complete, current or suitable for a particular compliance purpose.
- 13.3. Licensee remains solely responsible for selecting authoritative sources, verifying currency and completeness, interpreting requirements, approving models, controlling publication, implementing outcomes and maintaining legal and regulatory compliance.
- 13.4. Where the Services include third-party regulatory content, metadata, templates or bundles, their availability, permitted use, attribution, redistribution and update frequency may be subject to separate terms or rights.
- 13.5. The Services are decision-support and modeling tools. Unless expressly agreed in writing, Be Informed does not act as Licensee's legal adviser, compliance officer, records manager or regulatory authority.

14. Third-Party Services, content and integrations

- 14.1. The Services may interoperate with, depend on, incorporate, or make available Third-Party Services, including hosting, identity, payment, communications, analytics, artificial intelligence, content and integration services.
- 14.2. Third-Party Services may be governed by their own terms, privacy notices, acceptable-use policies, licensing restrictions and technical restrictions. Licensee is responsible for complying with terms applicable to Third-party Services, selected, connected or used by Licensee.
- 14.3. Be Informed is not responsible for the independent acts, omissions, policies, licensing terms, pricing, availability or decisions of Third-Party Service providers.
- 14.4. Where a Third-Party Service is selected, configured or connected by Licensee, Licensee is responsible for that selection and for determining whether the selected Third-Party Service is suitable for its intended purpose and complies with applicable legal, regulatory and contractual requirements.
- 14.5. Be Informed may add, replace, restrict or discontinue an integration or Third-Party Service where reasonably necessary for product development, security, legal compliance, third-party rights, commercial availability or continuity.
- 14.6. Licensee authorizes Be Informed to exchange Customer Content and relevant account data with a Third-Party Service when Licensee enables or uses an integration, to the extent necessary to perform the requested function.
- 14.7. Separately licensed third-party software, open-source software or content remains subject to the applicable third-party license. Where those terms conflict with these Terms solely for that component, the third-party terms prevail.

15. Acceptable Use Policy

- 15.1. Licensee and Authorized Users must not use the Services to engage in unlawful, fraudulent, harmful, deceptive or abusive activity or to violate the rights of another person.
- 15.2. Without limiting Article 15.1, Licensee must not:
 - a. infringe, misappropriate or violate intellectual-property, privacy, confidentiality or other rights;
 - b. upload, generate, publish or distribute unlawful content, malware, malicious code or material designed to compromise systems;
 - c. attempt unauthorized access to an Account, Tenant, system, network, model or data;
 - d. interfere with, disrupt, overload or degrade the Services or another user's use;
 - e. circumvent authentication, security controls, Entitlements, Limits, usage measurement or payment mechanisms;
 - f. reverse engineer, decompile, disassemble or seek to discover source code, model weights, algorithms or underlying components, except to the limited extent such restriction is prohibited by law;
 - g. use automated means to scrape, extract or harvest data or output except through an expressly permitted API or export function;
 - h. sell, lease, sublicense, distribute or make the Services available to third parties except as expressly permitted;
 - i. use the Services to develop or train a competing product using non-public elements of the Services;

- j. misrepresent AI-generated output as human-generated where that representation is deceptive or unlawful;
 - k. use the Services in a manner that causes Be Informed to breach law, sanctions, export controls or third-party obligations; or
 - l. encourage, enable or assist another person to do any of the above.
- 15.3. Be Informed may publish and update this Acceptable Use Policy, give further examples and safeguards, provided that an update does not materially reduce a paid contractual right without the protections in Article 24.
- 15.4. If Be Informed reasonably believes Customer Content is unlawful, infringes rights, threatens security or violates these Terms, it may investigate and may restrict access to or remove the affected content. Where reasonably possible and lawful, Be Informed will notify Licensee and allow a response or corrective action.
- 15.5. Be Informed may respond to legally valid requests from courts, regulators and competent authorities. Where lawful and reasonable, Be Informed will direct the requesting party to Licensee or notify Licensee before disclosure.

16. Security, privacy and confidentiality

- 16.1. Be Informed will maintain appropriate technical and organizational measures designed to protect the confidentiality, integrity and availability of the Services and personal data, taking into account the nature of the processing, associated risks, state of the art and implementation costs.
- 16.2. No security measure eliminates all risk. Licensee is responsible for its endpoint security, user lifecycle, credentials, authentication settings, access configuration, lawful use and review of security-relevant notifications.
- 16.3. Be Informed's processing of personal data for its own purposes is described in the applicable [Privacy Notice](#). Where Be Informed processes personal data on Licensee's documented instructions as a processor, the applicable [Data Processing Addendum](#) governs that processing.
- 16.4. Each party will protect the other party's non-public information that is marked confidential or should reasonably be understood as confidential ("Confidential Information") using at least reasonable care and will use it only to perform or receive the Services.
- 16.5. Confidential Information does not include information that the receiving party can demonstrate: (a) is public without breach; (b) was lawfully known without restriction; (c) was independently developed without use of the other party's Confidential Information; or (d) was lawfully received from a third party without duty of confidentiality.
- 16.6. A receiving party may disclose Confidential Information to personnel, professional advisers and service providers who need to know it and are bound by confidentiality obligations, or where disclosure is required by law. Where legally permitted, the receiving party will provide reasonable prior notice of compelled disclosure.
- 16.7. Security vulnerabilities should be reported to security@beinformed.com. Licensee must not perform intrusive security testing without prior written authorization.

17. Availability, maintenance, support and beta features

- 17.1. Be Informed will use reasonable efforts to make the Services available and to perform the Services with reasonable care and skill.
- 17.2. Unless an applicable Order or Service Level Agreement expressly states otherwise, no specific uptime, recovery time, recovery point, response time or resolution time is guaranteed.
- 17.3. Be Informed may temporarily restrict or interrupt the Services for planned maintenance, emergency maintenance, upgrades, security, capacity management or circumstances outside its reasonable control. Where practicable, planned material maintenance will be announced in advance.
- 17.4. Support is provided only to the extent and through the channels stated in the applicable Order or support policy. Support does not include consultancy, custom development, legal review, model validation, data correction or third-party support unless expressly included.
- 17.5. Licensee must provide sufficient information and reasonable cooperation to investigate an issue. Be Informed may close a request that cannot be progressed because Licensee does not respond or provide required information.
- 17.6. Preview, beta, trial, experimental and early-access features are provided for evaluation, may be incomplete, may contain errors and may be subject to additional terms and Limits. They are provided without service levels and may be changed or discontinued at any time.

18. Intellectual property, open source and feedback

- 18.1. Be Informed, its affiliates and licensors retain all intellectual-property and other rights in the Software, Services, Documentation, designs, algorithms, platform capabilities, templates supplied by Be Informed, and all improvements and derivatives of them.
- 18.2. These Terms do not grant Licensee a right to use Be Informed's names, trademarks, logos or branding except to identify the Services internally or as expressly permitted in writing.
- 18.3. The Services may contain open-source or separately licensed components. Applicable notices and licenses govern those components, and nothing in these Terms restricts rights granted under an applicable open-source license.
- 18.4. Licensee may provide suggestions, ideas, enhancement requests and other feedback. Licensee grants Be Informed a worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free right to use and incorporate feedback without restriction or payment, provided Be Informed does not identify Licensee as the source without permission.
- 18.5. Licensee may not publish results of non-public benchmarking, penetration testing or competitive testing of the Services without Be Informed's prior written consent. This does not restrict disclosures required by law or confidential internal evaluations.
- 18.6. Be Informed will not use Licensee's name or logo in public marketing without prior permission or a separate written agreement.

19. Warranties and disclaimers

- 19.1. Each party warrants that it has authority to enter into the agreement.
- 19.2. Be Informed warrants that it will perform the Services with reasonable care and skill. Licensee's exclusive remedy for breach of this warranty is for Be Informed to re-perform the affected Service where reasonably possible or, if re-performance is not reasonably possible, to refund the Fees paid for the materially affected unused period.
- 19.3. Except as expressly provided in these Terms and to the maximum extent permitted by law, the Services, Documentation, Third-Party Services, AI output and all related materials are provided "as is" and "as available".
- 19.4. Be Informed does not warrant that the Services will be uninterrupted, error-free, secure under all circumstances, compatible with every system, or suitable for Licensee's particular purpose, or that defects will always be corrected.
- 19.5. Descriptions, roadmaps, demonstrations, marketing materials and Documentation do not constitute a contractual warranty unless expressly identified as a commitment in an Order or separate written agreement.
- 19.6. Nothing in these Terms excludes a warranty or remedy that cannot lawfully be excluded.

20. Suspension

- 20.1. Be Informed may suspend or restrict all or part of the Services where reasonably necessary because of: (a) overdue or failed payment; (b) suspected Account compromise or fraud; (c) a security threat; (d) unlawful or prohibited use; (e) a material breach; (f) risk to another customer or the Services; (g) a binding request from a competent authority; (h) sanctions or export-control risk; (i) loss or restriction of a necessary Third-Party Service; or (j) fraud of concrete security risk.
- 20.2. Where circumstances permit, Be Informed will give notice of the reason and an opportunity to remedy before suspension. Be Informed may act immediately where delay could increase harm, legal exposure, fraud, security risk or service disruption.
- 20.3. Be Informed will seek to limit suspension to the affected Account, Tenant, capability or content and will restore access when the reason for suspension has been adequately resolved.
- 20.4. Suspension does not relieve Licensee of Fees accrued before suspension or Fees for a committed Subscription Term, except to the extent the suspension was caused solely by Be Informed's material breach.

21. Term, cancellation and termination

- 21.1. These Terms commence when accepted and remain in effect while Licensee has an Account, Tenant, Subscription or outstanding obligation.
- 21.2. A free Subscription continues until canceled or terminated. Be Informed may discontinue a free offering upon reasonable notice, except where immediate action is required under Article 20.
- 21.3. A paid Subscription continues for the purchased Subscription Term and renews in accordance with Article 9. Licensee may cancel renewal through the method made available in the Account or by another published electronic cancellation method.

- 21.4. Either party may terminate the agreement for material breach if the other party fails to cure that breach within 30 (thirty) days after written notice. A shorter cure period may be stated where the breach is capable of urgent remedy and creates material security, legal or operational risk.
- 21.5. Be Informed may terminate immediately for serious unlawful activity, deliberate security abuse, repeated material violations, payment fraud, sanctions restrictions or where continued provision is prohibited by law.
- 21.6. Either party may terminate immediately if the other party enters bankruptcy, liquidation or analogous insolvency proceedings, subject to applicable insolvency law.
- 21.7. Upon termination: (a) the right to use the Services ends; (b) Licensee must cease representing that it has an active Subscription; (c) accrued payment obligations remain due; and (d) Articles intended by their nature to survive remain effective, including confidentiality, intellectual property, disclaimers, liability, payment and general provisions.
- 21.8. Termination of a Tenant may affect all Authorized Users and shared Customer Content associated with that Tenant. The Tenant Owner is responsible for communicating cancellation and arranging export of Customer Content before access ends.

22. Data export, retention and deletion

- 22.1. Licensee may use standard export functionality available under its Subscription. Export formats and scope may vary by capability and Subscription.
- 22.2. Licensee is responsible for exporting Customer Content before the Subscription ends. Be Informed is not required to provide a custom export, conversion or migration service unless agreed separately.
- 22.3. Following termination, Be Informed may make Customer Content available for retrieval for sixty (60) days unless otherwise agreed in writing. Access during that period may be restricted to export and account administration.
- 22.4. After the retrieval period, Be Informed will delete or irreversibly anonymize Customer Content, except where retention is required by law, necessary for dispute resolution, or present in backups that remain protected and are deleted through the normal backup cycle.
- 22.5. Be Informed may charge reasonable Fees disclosed in advance for non-standard exit assistance, restoration from backup or custom conversion.
- 22.6. Suspension for non-payment does not automatically require immediate deletion. However, Be Informed may delete Customer Content after the applicable retention period if payment and access are not restored.

23. Liability and indemnities

- 23.1. Nothing in these Terms excludes or limits liability to the extent it cannot lawfully be excluded or limited, including liability arising from intentional misconduct or deliberate recklessness of a party's management where applicable under Dutch law.
- 23.2. Subject to Article 23.1, neither party is liable for indirect, incidental, special, consequential or punitive damage, loss of profit, revenue, goodwill, anticipated savings, business opportunity or business interruption, even if advised that such damage may occur.

- 23.3. Subject to Articles 23.1 and 23.4, Be Informed's total aggregate liability arising out of or relating to the agreement will not exceed the greater of: (a) the amount recoverable under Be Informed's applicable liability insurance in respect of the relevant claim; and (b) the Fees paid or payable by Licensee for the affected Services during the twelve (12) months immediately preceding the event giving rise to liability, provided that Be Informed's total aggregate liability will in no event exceed EUR 500,000.
- 23.4. Subject to Article 23.1, Be Informed's total aggregate liability for free Services will not exceed five hundred (500) Euros.
- 23.5. The limitations in Articles 23.2 to 23.4 apply regardless of legal basis and collectively to all related events, including reasonable recovery costs for data loss. They do not apply to Licensee's payment obligations, misuse of Be Informed intellectual property, or breach of the Acceptable Use provisions.
- 23.6. A party seeking damages must notify the other party in writing without unreasonable delay after becoming aware of the relevant event, provide reasonable details and allow a reasonable opportunity to investigate and remedy the breach where remediation is possible.
- 23.7. Licensee will defend and indemnify Be Informed against a third-party claim to the extent arising from Customer Content, Licensee's unlawful use, or Licensee's infringement of third-party rights, except to the extent caused by Be Informed's breach of the agreement.
- 23.8. If a third-party claims that the unmodified Software developed by Be Informed infringes its intellectual-property right, Be Informed may, at its option, obtain continued use, modify or replace the affected Service, or terminate it and refund prepaid Fees for the unused period. This remedy does not apply to claims arising from Customer Content, third-party components, combinations not supplied by Be Informed, or use contrary to these Terms or Documentation.

24. Changes to these Terms and prices

- 24.1. Be Informed may update these Terms to reflect changes in the Services, law, security, technology, business operations or industry practice.
- 24.2. Non-material changes may take effect when posted with an updated effective date. Material changes will be notified in advance through the Services, the registered email address or another reasonable electronic channel.
- 24.3. If a material change substantially and adversely affects an existing paid Subscription during its current prepaid term, Licensee may reject the change by terminating the affected Subscription before the change takes effect and may request a pro rata refund for the unused prepaid period, unless the change is required by law, security or circumstances outside Be Informed's reasonable control.
- 24.4. Continued use after the effective date constitutes acceptance only where Licensee received reasonable notice and had a meaningful opportunity to review and, where applicable, cancel. Be Informed may request expedited acceptance for significant changes.
- 24.5. Be Informed may change Fees for a future purchase or renewal. A price change to a recurring Subscription will apply no earlier than the next renewal after reasonable advance notice. Licensee may cancel before that renewal.
- 24.6. A change in taxes, government levies, third-party pass-through charges or usage elected by Licensee may be applied as disclosed and as permitted by law.

25. General provisions

- 25.1. **Notices.** Be Informed may provide operational and contractual notices through the Services, the registered email address or a published webpage. Notices to Be Informed concerning breach, termination, indemnity or legal claims must be sent to Be Informed B.V., Apeldoorn, the Netherlands, legal@beinformed.com.
- 25.2. **Assignment.** Licensee may not assign or transfer the agreement without Be Informed's prior written consent. Be Informed may assign the agreement to an affiliate or in connection with a merger, reorganization, financing, sale of assets or transfer of the relevant business, provided the assignee assumes the applicable obligations.
- 25.3. **Subcontracting.** Be Informed may use affiliates and subcontractors to provide the Services and remains responsible for its contractual obligations, subject to these Terms and the Data Processing Addendum.
- 25.4. **No third-party beneficiaries.** The agreement does not grant rights to a person who is not a party, except that Be Informed's licensors and suppliers may rely on provisions that expressly protect their rights.
- 25.5. **Independent parties.** The parties are independent contractors. The agreement does not create employment, partnership, agency, fiduciary or franchise relationships.
- 25.6. **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, including widespread internet or utility failure, malicious attacks, natural disaster, epidemic, war, governmental action, labor disruption or failure of a critical supplier, provided the affected party uses reasonable efforts to mitigate the impact. Payment obligations for Services already provided are not excused.
- 25.7. **Waiver.** Failure to enforce a provision is not a waiver. A waiver is effective only if in writing and applies only to the specific circumstance stated.
- 25.8. **Severability.** If a provision is invalid or unenforceable, it will be limited or replaced to the minimum extent necessary to reflect its purpose, and the remaining provisions remain effective.
- 25.9. **Entire agreement.** The agreement is the entire agreement concerning the Services and supersedes prior proposals, discussions and representations concerning its subject matter, except for fraud or matters that cannot lawfully be excluded.
- 25.10. **No reliance on roadmap.** Licensee acknowledges that purchases are not contingent on future features, roadmap statements or informal commitments unless expressly included in an Order.
- 25.11. **Governing law.** The agreement is governed by the laws of the Netherlands, without regard to conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 25.12. **Disputes.** The competent courts of Gelderland, the Netherlands have exclusive jurisdiction, except where mandatory law gives Licensee the right to bring proceedings elsewhere.
- 25.13. **Language.** The English version governs. A translation is provided for convenience only, unless mandatory law requires otherwise.
- 25.14. **Contact.** Questions about these Terms may be sent to Be Informed B.V., Apeldoorn, the Netherlands, legal@beinformed.com.