



General Terms and Conditions

Thairo Studios

April 2026

Thairo Studios, registered with the Chamber of Commerce under number **42027881**, established at **Minerva 11 (6121NP) in Born, the Netherlands**, hereinafter referred to as: "*Supplier*".

Article 1 – Definitions

- 1.1. Offer: any written or verbal offer or quotation made by the Supplier to the Client.
- 1.2. Subscription: a continuing agreement between the Client and the Supplier for the periodic delivery of services or products, as specified in the Agreement.
- 1.3. AI Agents: a system, product or functionality within the website or digital environment, developed or configured by or on behalf of the Supplier, that uses artificial intelligence or machine learning techniques to independently perform tasks, such as generating texts, images, advice or automatically controlling functions or interactions.
- 1.4. Consumer: the Client who does not act in the exercise of a profession or business, or the Client who is entitled to invoke the reflexive effect.
- 1.5. Services: all work to be delivered by the Supplier to the Client, as described in the Agreement.
- 1.6. Client: the natural person or legal entity that makes use of the Services or Products of the Supplier.
- 1.7. Supplier: Thairo Studios, as stated in the introduction to these general terms and conditions.
- 1.8. Agreement: any agreement concluded between the Supplier and the Client concerning the delivery of Products and/or Services, including all additions and amendments thereto.
- 1.9. Setup Costs: a one-time amount to be paid by the Client to the Supplier prior to the commencement of the work.
- 1.10. Products: all (digital) products developed, delivered or made available by the Supplier to the Client.
- 1.11. SLA (Service Level Agreement): a written agreement specifying arrangements regarding the maintenance and support of Products and/or Services.
- 1.12. In Writing: 'in writing' also includes electronic communication such as email, unless explicitly stated otherwise.

Article 2 – Applicability

- 2.1. These general terms and conditions apply to every Offer of the Supplier and to every Agreement concluded between the Supplier and the Client.

2.2. Prior to or upon concluding a distance Agreement, the Supplier makes these general terms and conditions available electronically so that the Client can store them on a durable data carrier.

2.3. Any applicable Service Level Agreements (SLAs) form an integral part of the Agreement. In the event of a conflict between these general terms and conditions and the SLA, the SLA shall prevail, unless otherwise provided in the SLA.

2.4. Agreements with minors (under 18 years of age) are only valid with written consent from the legal representative(s).

2.5. The applicability of any purchasing or other terms of the Client is expressly rejected.

2.6. These general terms and conditions also apply to supplementary, amended or subsequent assignments.

2.7. In the event of a conflict between the provisions of these general terms and conditions and those in an Agreement, the provisions of the Agreement shall prevail, unless explicitly agreed otherwise.

Article 3 – Offers

3.1. All Offers of the Supplier are without obligation, unless a term for acceptance has been explicitly stated in the Offer.

3.2. An Offer lapses automatically if the product or service to which it relates is no longer available.

3.3. The Supplier cannot be held to an Offer that the Client should reasonably have understood to be a mistake or typographical error.

3.4. Additions, amendments and/or further arrangements are only valid if recorded in writing.

3.5. At the start of a project or service, the Supplier may charge Setup Costs or a deposit, as specified in the quotation or Agreement.

Article 4 – Formation of the Agreement

4.1. The Agreement is formed as soon as the Client accepts the Supplier's Offer within the stated period and signs it digitally or in writing via the Supplier's system.

4.2. If the quotation contains obvious mistakes or typographical errors that the Client should have recognised, the Supplier cannot be held to that quotation.

4.3. The Agreement is entered into with the Supplier as an entity, regardless of any personal relationships the Client may have with the Supplier's employees.

4.4. If the Client cancels the Agreement after signing, the Setup Costs or deposit remain due. The obligation to pay the full amount (such as a Subscription or project rate) also remains in full force under the conditions described in the Agreement.

4.5. If multiple parties act as Client, they are all jointly and severally bound to the Agreement, but one party is designated as the contact person.

Article 5 – Duration of the Agreement

5.1. Unless otherwise agreed, Subscriptions have an initial contract term of 12 months.

5.2. Subscriptions are automatically renewed for the same period after expiry of the initial period, unless the Client or Supplier gives written notice of termination at least two months before the end of the current contract period.

5.3. Changes to the contract term are only valid if agreed in writing.

5.4. The Subscription is activated the day after signing the Agreement, unless otherwise agreed, regardless of whether Setup Costs or deposits have already been paid.

5.5. In the case of a subscription upgrade, the contract date of the new contract is set to the new effective date of the upgrade.

5.6. Subscriptions cannot under any circumstances be paused or interrupted by the Client, unless the Supplier agrees to this in writing.

Article 6 – Performance of the Agreement

6.1. The Supplier performs the services in accordance with the arrangements laid down in the Agreement, with the care that can reasonably be expected.

6.2. The Supplier will make every effort to achieve good quality and uninterrupted availability of the delivered Services and/or Products. However, the Supplier offers no guarantees regarding quality or availability. The Supplier's performance of the Agreement constitutes a best-efforts obligation.

6.3. Delivery deadlines stated by the Supplier are not hard deadlines, unless explicitly stated otherwise.

6.4. The Supplier may have certain work carried out by third parties if necessary for the proper performance of the Agreement. These general terms and conditions also apply to work performed by third parties in the context of the Agreement.

6.5. The Client ensures that all data required by the Supplier for the performance of the work is provided in a timely and complete manner.

6.6. The Supplier is not liable for damage arising from incorrect or incomplete data provided by the Client.

6.7. If the service is divided into phases, the Supplier may suspend the performance of subsequent phases until the results of earlier phases have been approved in writing by the Client.

6.8. The Supplier strives to meet agreed deadlines, but these deadlines are — unless explicitly agreed otherwise — indicative.

6.9. The Client acknowledges that timely delivery also depends on the speed at which the Client provides the required information and/or materials.

6.10. During an active Subscription and as long as all due payments have been made on time, the Client is entitled to use premium plug-ins provided by the Supplier that are necessary for the functionality of the delivered Services and/or Products.

6.11. Upon termination of the Subscription, the Client automatically loses the right to further updates, maintenance or use of the premium plug-ins, unless otherwise agreed in writing.

Article 7 – Client Obligations

7.1. The Client must provide all information, documents and attachments relevant to the assignment in the form required by the Supplier before the commencement of the work. Failure to do so may affect the quality and/or turnaround time of the work. The Supplier is entitled to suspend the work until this obligation has been fulfilled.

7.2. The Supplier is not obliged to verify the accuracy or completeness of the information received and is not liable for incorrect information provided to third parties based on data supplied by the Client.

7.3. If additional information is required, the Client must provide it upon first request. The Supplier may suspend its work in the absence of this. Any consequences (such as delays or additional costs) are at the Client's expense.

7.4. The Client reports changes in data or circumstances that affect the Agreement as soon as possible — no later than within five working days of becoming aware of them — to the Supplier. The Client is responsible for keeping all data up to date.

7.5. The Supplier makes a file system available for the exchange of files. The Client is responsible for correctly and timely uploading relevant files via this system.

7.6. If the Client requires any permit or other consent from government authorities or third parties for the specific use it makes or intends to make of the Products and/or Services, the Client must arrange for this independently. The Client guarantees to the Supplier that the Client holds all permits and/or consents necessary for the use of the Products and/or Services.

7.7. In the event of (suspected) misuse of login credentials, the Client must immediately notify the Supplier so that the Supplier can take appropriate measures.

7.8. Every action that takes place via the Client's account falls under the responsibility of the Client and is at the Client's risk, unless there is a demonstrable shortcoming in the security on the part of the Supplier.

Article 8 – Code of Conduct and Notice-and-Take-Down

8.1. The Client is prohibited from using the Products and/or Services to violate Dutch law or any other applicable laws and regulations, or to infringe the rights of others.

8.2. It is prohibited (whether legal or not) to offer or distribute content via the Products and/or Services that: contains malicious content (such as malware or other harmful or criminal software); is manifestly defamatory, libellous, offensive, racist, discriminatory or incites hatred; contains any form of criminal pornography or is clearly intended to help others find such material; violates the privacy of third parties, including but not limited to distributing personal data of third parties without consent; contains hyperlinks, torrents or references to material that manifestly infringes intellectual property rights; contains automatically generated content that is (a) incorrect and (b) potentially harmful, offensive or misleading with respect to individuals or companies; or contains unsolicited commercial, charitable or ideological communications.

8.3. The Client refrains from hindering other clients or internet users or causing damage to the systems or networks of the Supplier or other clients or internet users. The Client is prohibited from: starting processes or programs, whether or not via the Supplier's systems, that the Client knows or could reasonably suspect would hinder or damage the Supplier, its clients or internet users; or using AI functionality in a manner that leads to a disproportionate load on the Supplier's infrastructure.

8.4. If, in the Supplier's opinion, a risk of hindrance, damage or other danger arises for the functioning of the computer systems or the network of the Supplier or third parties and/or of the internet services, the Supplier is entitled to take all measures it reasonably deems necessary to avert or prevent this risk. The Supplier may charge the Client for costs reasonably associated with these measures.

8.5. When the Supplier receives a complaint about a violation of this article by the Client, or itself establishes that such a violation appears to have occurred, the Supplier will notify the Client as soon as possible of the complaint or violation. The Client will respond as soon as possible, after which the Supplier will decide how to act. In urgent cases, the Supplier will intervene immediately.

8.6. If the Supplier considers that there is a violation of these general terms and conditions, the rights of third parties or applicable laws and regulations, or if there is an excessive load on the Supplier's systems, it is entitled to suspend Services, remove content or block access to Products and/or Services. The Supplier will endeavour not to affect other content in doing so. If a

court orders the Supplier to take Products and/or Services offline, such an order will be complied with immediately. The Supplier will notify the Client of any measures taken as soon as possible.

8.7. The Supplier is at all times entitled to report discovered criminal offences. Furthermore, the Supplier is entitled to provide the name, address and other identifying data of the Client to a third party who complains that the Client is infringing their rights or these general terms and conditions, provided the complaint is reasonably plausible, the third party has a clear interest in the provision of the data and all legal requirements are met.

8.8. Although the Supplier strives to act as reasonably, carefully and adequately as possible after complaints about the Client, the Supplier is never obliged to compensate for damage as a result of measures as referred to in this article.

Article 9 – Prices and Payment Terms

9.1. All prices are exclusive of VAT, unless otherwise agreed. If the Client is a natural person not acting in the exercise of a profession or business (Consumer), prices in the Offer and further communications with the Client will be stated inclusive of VAT.

9.2. The rates applicable to the Services to be provided by the Supplier are those stated in the Offer or the Agreement. These may consist of a fixed price, hourly rate, (setup) costs for a Subscription, or a deposit for a project.

9.3. The Client is required to pay the (setup) costs or deposit stated in the Offer in full before the Supplier is obliged to perform any service. The Client therefore performs first. The Supplier is entitled to suspend its work until full payment of the initial costs has been received.

9.4. For Subscriptions, unless otherwise agreed, the first instalment is invoiced immediately after signing the Agreement. Further instalments are collected monthly via SEPA. For standalone projects, a deposit via iDEAL or bank transfer applies.

9.5. All invoices must be paid within 14 days of the invoice date, to an account number specified by the Supplier, unless otherwise agreed.

9.6. Unless the Client is a Consumer, the Client's right of set-off or suspension is excluded.

9.7. The Supplier is entitled to change rates or prices during the term of the Agreement, but not earlier than three months after its conclusion. The Supplier will notify the Client of a price change at least 30 days before the effective date, in writing or electronically. If the Client is a Consumer, the Client has the right to terminate the Agreement free of charge up to the moment the price change takes effect.

9.8. In the event of failure to pay on time, the Client is in default by operation of law. In that case, interest and collection costs are due as stipulated in article 10.

Article 10 – Collection Policy

10.1. The payment deadlines set by the Supplier are strict deadlines. If the Client does not pay within the deadline, the Client is in default by operation of law, without the need for a notice of default. The Client then owes interest of 1.5% per month, unless the Client is a Consumer, in which case the statutory interest pursuant to article 6:119 of the Dutch Civil Code is owed. Once the Client is in default, all claims of the Supplier on the Client become immediately due and payable, and the default also applies to those claims without a notice of default or other prior statement within the meaning of articles 6:80 et seq. of the Dutch Civil Code. The Supplier is then entitled to suspend its obligations under any agreement concluded with the Client until full payment of all due claims has been received.

10.2. If a payment arrears of more than two (2) months arises after the due date of the longest outstanding invoice, the Supplier is entitled to suspend its work, including (temporarily) taking the website or webshop offline, until full payment has been received.

10.3. By way of exception to the foregoing, for AI agents delivered or maintained by the Supplier, the right to suspend applies from five (5) days after the expiry of the payment deadline of the longest outstanding claim. In that case, the Supplier is entitled to immediately interrupt or terminate the operation of AI agents.

10.4. If the Client is in default in the (timely) fulfilment of any (payment) obligation, all costs incurred to obtain payment out of court are at the Client's expense, in addition to the principal sum and interest. The extrajudicial collection costs amount to at least 15% of the principal sum and interest due, with a minimum of EUR 250, unless the Client is a Consumer, in which case the collection costs are calculated in accordance with the Decree on compensation for extrajudicial collection costs.

10.5. Any higher costs that are reasonably necessary to obtain payment are also at the Client's expense. This also includes judicial and enforcement costs.

10.6. If three consecutive SEPA direct debits fail, the Supplier may charge an administration fee of EUR 35.00 per three failed direct debits.

10.7. In the event of persistent non-payment, the Supplier may transfer the claim to a collection agency. In addition to the principal sum, interest and collection costs, the Client is then also liable for the reasonable and demonstrable costs related to that transfer.

10.8. The Client is required to immediately and proactively notify the Supplier of any payment problems or disruptions to SEPA direct debits. In addition, the Client must take all reasonable measures to still achieve timely payment and to prevent and/or limit further payment problems.

Article 11 – Product Maintenance

11.1. A separate Service Level Agreement ('SLA') may apply to maintenance of Products developed and delivered by the Supplier. These general terms and conditions supplement this

SLA. In the event of a conflict between provisions in the SLA and these general terms and conditions, the SLA shall prevail.

11.2. The Supplier provides maintenance services exclusively for Products that it has developed and delivered itself, unless otherwise agreed in writing.

11.3. Maintenance of Products developed or delivered by third parties only takes place on the basis of prior written acceptance by the Supplier. The Supplier is at all times entitled to refuse such a request or to set additional conditions and rates for it.

11.4. The Client's right to maintenance services depends on full compliance with the conditions laid down in the relevant SLA. If the Client does not comply with these conditions, the Supplier is entitled to (temporarily) suspend, limit or terminate the maintenance services.

Article 12 – Liability

12.1. The Supplier is — except in cases of intent and/or deliberate recklessness on its part — not liable for direct damage suffered by the Client as a result of the Services delivered and/or work performed by the Supplier and/or any other act or omission on the part of the Supplier.

12.2. The Supplier is — except in cases of intent and/or deliberate recklessness on its part — also not liable for indirect damage or consequential damage, including but not limited to lost profit, diminished goodwill, missed turnover, reputational damage, loss of customers, labour costs, delay damage, loss of use of the delivered Products and/or Services, business stagnation and missed savings of its Client or others, damage resulting from claims by third parties, destruction or loss of data, materials and/or third-party software. Furthermore, the Supplier is not liable for any damage in the event of force majeure.

12.3. If a third party is engaged by or on behalf of the Client, the Supplier is never liable for the actions and/or advice of the third party engaged by the Client.

12.4. The Supplier is not liable for damage resulting from the use of products or services supplied by third parties, even if those products or services form part of the Products and/or Services (delivered by the Supplier).

12.5. If and insofar as the Supplier may be liable notwithstanding the provisions of the preceding paragraphs, this liability is limited to the amount paid out by its liability insurer in the relevant case, plus the excess that is at the Supplier's expense pursuant to the insurance agreement.

12.6. If for whatever reason no payout under the insurance takes place, the Supplier's liability is limited to a maximum of the subscription fees for the relevant damage-causing Service and/or Product that the Client has paid to the Supplier in the twelve (12) months preceding the damage-causing event.

12.7. Any claim for damages against the Supplier lapses by the mere expiry of twelve (12) months after the event from which the damage directly or indirectly arises, unless the Client has instituted legal proceedings within that period.

12.8. The Supplier's liability for an attributable failure in the performance of the Agreement only arises if the Client gives the Supplier timely and proper written notice of default (unless performance by the Supplier is permanently impossible), with a reasonable period for remedying the failure, and the Supplier continues to fail to meet its obligations attributable after that period. The notice of default must contain as detailed a description as possible of the failure, so that the Supplier is able to respond adequately. The notice of default must be received by the Supplier within two weeks of discovering the defect and/or damage, unless the Client is a Consumer. In the latter case, this notice of default must be received within two months of discovering the defect and/or damage.

12.9. The Client indemnifies the Supplier against all claims that third parties may make in connection with damage arising in connection with the performance of the Agreement, insofar as the law does not prevent the relevant damage and costs from being borne by the Client.

12.10. The Supplier is not liable for loss, damage or unrecoverability of (digital) data and/or files, unless this is demonstrably attributable to intent or gross negligence on the part of the Supplier. The Client is obliged to make timely backups of its data. The Supplier does not guarantee continuous availability of the Services, unless this is demonstrably attributable to intent or deliberate recklessness on the part of the Supplier or to serious security shortcomings for which it is responsible.

12.11. If the Client, directly or via third parties, makes changes to the website, application or related functionalities delivered by the Supplier, and these changes lead to malfunctioning or inaccessibility of the website or parts thereof, the costs of repair are entirely at the Client's expense. This includes, but is not limited to, errors resulting from: installing or modifying plug-ins, themes or scripts; manual adjustments to the source code; changes to server, DNS or hosting environment settings; conflicts with updates or integrations with external systems. The Supplier is not liable for any damage or loss of data resulting from such changes. Repair work is carried out exclusively on the basis of subsequent calculation at the then-applicable hourly rate of the Supplier, unless otherwise agreed in writing.

12.12. The Supplier may use automated systems in the performance of its Services, including but not limited to AI agents. These AI agents function partly on the basis of the Client's information/input, meaning that the functioning of the AI agents is partly dependent on this information/input. The Supplier is not liable for any damage, direct or indirect, arising from: the content, accuracy, completeness or legal permissibility of texts, advice, designs, images or other results generated by AI agents; statements, actions or omissions based on output from AI agents; infringements of intellectual property rights, privacy rights or other rights of third parties arising from content generated by AI agents; damage resulting from errors, biases or unforeseen behaviour of AI agents. The Client remains fully responsible for assessing, interpreting and using results generated by AI agents. The Client indemnifies the Supplier against all claims from third parties related to the use of AI agent output.

Article 13 – Force Majeure

13.1. Force majeure means any circumstance beyond the Supplier's control that temporarily or permanently makes it impossible or seriously impedes the (further) performance of the Agreement. This includes, but is not limited to: war (danger), terrorism, civil unrest, pandemics, epidemics, government measures, power outages, internet outages, computer network or telecommunications disruptions, cyber attacks, ransomware, denial-of-service attacks, outages or limitations at (cloud) providers or suppliers of AI agents, strikes, sit-ins, floods, fire, lock-outs, failure or untimely delivery by third parties and other external causes that cannot be attributed to the Supplier.

13.2. In the event of force majeure, the Supplier's obligations are suspended for the duration of the force majeure, without the Client being entitled to any compensation. All deadlines agreed between the parties are automatically extended by the duration of the force majeure situation.

13.3. If the force majeure situation continues uninterrupted for more than sixty (60) days, both parties are entitled to dissolve the Agreement in writing, in whole or in part, for the part to which the force majeure relates, without any compensation being owed to each other.

13.4. If the Agreement has been partially performed, the Client is required to compensate the performed part proportionately, unless that part has no independent value.

Article 14 – Intellectual Property

14.1. All intellectual property rights in materials developed by the Supplier, including but not limited to websites, designs, texts, source files, software, scripts, plug-ins, AI agents and other content, vest exclusively in the Supplier or its licensors, unless explicitly agreed otherwise in writing.

14.2. The Client obtains only a limited, non-exclusive and non-transferable right of use of the delivered materials, exclusively for the intended use in the context of the Agreement, and as long as the Client complies with all its (payment) obligations. This right of use terminates by operation of law upon termination of the Agreement, unless otherwise agreed.

14.3. If the Client terminates a Subscription, the Client has the option to take over the website or webshop developed by the Supplier — with the exception of the AI agents and/or underlying AI functionalities — including source files, design rights and access to the CMS, against payment of a one-time transfer fee as follows:

1. EUR 500 in the first year of the Agreement;
2. Free of charge from the second year of the Agreement.

14.4. AI agents and the associated technology, configurations or instructions developed or applied by the Supplier are expressly excluded from transfer or takeover. The transfer of intellectual property rights or related rights of use as referred to in article 14.3 only takes place after the Client has fully complied with all its obligations towards the Supplier, including payment

of all outstanding invoices and the fee referred to in paragraph 3.

14.5. Plug-ins, modules or integrations with external systems developed or managed by the Supplier (including, but not limited to, the Thairo Studios Jobs plug-in and ATS integrations) are expressly excluded from transfer upon termination of the Agreement. The right of use thereof automatically lapses upon termination of the Subscription, unless otherwise agreed in writing in an additional licence or service agreement.

14.6. Until the moment of transfer, the Client is not permitted to copy, modify, publish or make the delivered materials available to third parties, unless otherwise agreed in writing.

Article 15 – Confidentiality

15.1. The parties undertake to maintain strict confidentiality with respect to all confidential information they have obtained from each other or from third parties in the context of the Agreement. Confidential information means: all information of a confidential nature, regardless of whether it was provided orally, in writing, digitally or in any other way, including but not limited to business data, technical data, client data, rates, and information about working methods and systems.

15.2. The confidentiality obligation does not apply to information:

- I. that was already public at the time of disclosure or has since become public without this being the result of an attributable failure on the part of the receiving party;
- II. that the receiving party already lawfully knew prior to the time of disclosure;
- III. that has been lawfully made available to the receiving party by a third party without an obligation of confidentiality;
- IV. that must be disclosed on the basis of a statutory obligation or a binding decision of a court or supervisory authority, provided that the disclosing party notifies the other party of this in writing in advance.

15.3. The parties impose the confidentiality obligation contained in this article on their employees, advisers and third parties involved in the performance of the Agreement.

15.4. The confidentiality obligation remains in force after termination of the Agreement, regardless of the reason for termination, for a period of at least five (5) years, unless mandatory statutory rules prevent this.

Article 16 – Privacy

16.1. The Supplier processes personal data solely in accordance with applicable data protection legislation, including the General Data Protection Regulation (GDPR).

16.2. The manner in which the Supplier collects, uses, secures, stores and — where applicable — shares personal data with third parties is set out in the Supplier's privacy statement. This

privacy statement can be consulted at <https://thairostudios.com/privacy-policy/> or will be sent free of charge upon first request.

16.3. The Supplier will implement appropriate technical and organisational measures to protect the Client's personal data against loss or unlawful processing.

16.4. If the Supplier acts as a processor within the meaning of the GDPR under the Agreement, a data processing agreement will be concluded that meets the statutory requirements of article 28 GDPR.

Article 17 – Complaints, Governing Law and Dispute Resolution

17.1. Complaints about the performance of the Agreement must be submitted to the Supplier fully and clearly in writing within 14 days of the Client discovering the defects, via the email address: support@thairostudios.com. Complaints submitted to the Supplier will be answered as soon as possible, and every effort will be made to find a satisfactory solution.

17.2. If any provision of these general terms and conditions proves to be void or is annulled, the remaining provisions remain fully in force. The parties will then enter into consultation in order to agree on a new provision regarding the void or annulled provision, taking into account as much as possible the purpose and intent of the void or annulled provision.

17.3. The Supplier may assign the Agreement with the Client in whole or in part to a third party, including the rights and obligations as stated in these general terms and conditions and, where applicable, other agreements. In the case of a Consumer, the Consumer has the option to terminate the Agreement with effect from the date on which the Agreement is transferred to a third party. If the Client wishes to transfer the Agreement to a third party, the Client requires prior written consent from the Supplier.

17.4. All legal relations between the Client and the Supplier are governed exclusively by Dutch law.

17.5. Disputes arising from or in connection with the Agreement or these general terms and conditions are submitted to the competent court, unless mandatory statutory provisions prescribe otherwise, as in the case of a Consumer. However, the Supplier remains entitled to bring the dispute before the competent court of the Client's place of residence and/or domicile.

17.6. The Supplier's log files and administration constitute full proof with respect to the Client of the Supplier's assertions, subject to proof to the contrary by the Client.