

General terms and conditions

Version 30 September 2026

Meander 251, 6825 ML Arnhem | KvK 92660401

info@companyvalue.nl

1. CompanyValue and business use

These general terms apply to the business services of CompanyValue B.V. (Dutch Chamber of Commerce number 92660401), with office address Meander 251, 6825 ML Arnhem, the Netherlands. Contact: info@companyvalue.nl. 'Client' means the business customer. 'In writing' includes email and recorded electronic acceptance.

Services include preparing valuations, including AI-assisted valuations, reviewing submitted valuations and providing valuation software. These services may be purchased separately and are intended for persons and organisations acting in the course of their business or profession. Mandatory legal protections remain unaffected.

2. Application and order of precedence

These terms apply where they have been declared applicable and made available to the client before or upon conclusion of the agreement. Departures require written agreement. The client's general terms are expressly rejected.

In a conflict, the written engagement letter takes precedence over specifically agreed subscription terms, and both take precedence over these general terms. A data processing agreement takes precedence for personal data processing. If a provision is invalid, the remaining provisions continue to apply and the parties seek a valid replacement reflecting its original purpose as closely as possible.

3. Requests and formation of an agreement

An upload, enquiry, email, demo or registration does not by itself create a paid engagement or subscription, or approve a valuation. An engagement or subscription arises once the parties agree in writing on the service, fee and relevant delivery arrangements. Starting work at the client's express request may confirm acceptance, provided the offer and these terms were supplied beforehand.

Quotations remain valid for the period stated, or thirty days if no period is stated. Engagements are accepted solely by CompanyValue B.V., even where a particular individual is named. Articles 7:404 and 7:407(2) of the Dutch Civil Code are excluded to the extent permitted by law.

4. Scope of valuations and reviews

The parties specify the subject, purpose, valuation date, available information, work, reporting and intended users. They also specify whether the engagement is to prepare an AI-assisted valuation or review an existing valuation. A review may be limited to agreed elements and is not automatically a complete new valuation.

A statement, signature or opinion from a Register Valuator is provided only where expressly agreed and professionally justified. An upload, app result or status message is not such an opinion. An engagement does

not include a financial audit, assurance, legal advice or tax advice unless separately agreed and CompanyValue is authorised to provide it.

The application of specific frameworks, such as IVS, Book 2 of the Dutch Civil Code, Dutch accounting guidelines (RJ) or IFRS, is agreed where relevant. A website reference is not a general statement of compliance. Acceptance by a tax authority, court, lender or other third party is not guaranteed.

5. Information and independence

The client supplies accurate, complete and lawfully obtained information promptly and discloses relevant changes, uncertainties and conflicts of interest. This also applies to information generated by third parties or AI. The client has the necessary authority to share data and avoids unnecessary personal data.

CompanyValue may generally rely on supplied information, but raises questions about ambiguities or indications of error that reasonably require attention within the agreed scope. Missing information may lead to revised timing, additional assumptions, qualifications or suspension, which CompanyValue discusses with the client.

The parties disclose circumstances affecting independence or objectivity. CompanyValue may decline, amend or carefully terminate an engagement if a conflict or professional rule prevents performance.

6. Performance and use of AI

CompanyValue performs its work with reasonable professional care and skill, observing applicable law and professional rules. The obligation is one of reasonable endeavours unless a specific result is promised in writing. Suitable staff and service providers may be engaged under appropriate confidentiality arrangements.

AI may assist analysis and reporting. AI outputs may contain errors, omissions or incorrect source references. CompanyValue remains responsible for the careful performance of its own agreed work; using AI does not remove that responsibility. The scope of professional review and status of the deliverable are stated in the engagement and report.

The current app model uses fixed formulas. Uploaded review files are not automatically assessed by AI. Delivery dates are targets unless expressly agreed as strict deadlines. The reason, consequences and fee for additional work are agreed in advance; where an immediate legal obligation applies, CompanyValue informs the client as soon as possible.

7. Results and third-party use

Valuations depend on information, assumptions, methodology, purpose and valuation date. They do not guarantee an achievable price, tax outcome or future performance. The client remains responsible for its own decisions, without prejudice to CompanyValue's professional duty of care.

Only reports marked as final are intended for the agreed use. Drafts are for discussion. Reports must be used in full, including qualifications. The client may share them with recipients and advisers identified in the engagement for the agreed purpose, and where required by law. Other use, publication or use by other third parties requires prior written consent.

Permission to share a report does not automatically give a third party an independent right to rely on it or claim against CompanyValue. Additional reliance arrangements require CompanyValue's written agreement. There is no duty to update completed work unless agreed or required by law.

8. Software subscription and demo

An app subscription provides software with which the client prepares its own valuations. It does not include valuations prepared by CompanyValue or professional reviews. The free demo is for orientation and is not a professional valuation engagement.

Unless otherwise agreed in writing, the current standard offer is for twelve months from the agreed activation date, at €1,188 excluding VAT per subscription year, payable in twelve monthly instalments of €99. The client may create up to fifty new valuation files per subscription year. Changes and scenarios within the same file do not count again; deletion does not restore credits and unused credits expire at the end of the subscription year.

Cancellation may be sent by email to info@companyvalue.nl before the renewal date and takes effect at the end of the current subscription year. Without timely cancellation, the subscription renews for twelve months. Monthly payment does not alter the annual term. Ordinary early cancellation is excluded; statutory remedies for breach and termination rights under these terms remain available.

Accounts are personal and must not be shared with unauthorised users. The number of users and additional rights follow the offer. Business use is permitted within the agreed licence; resale and circumvention of security are prohibited. Suspected misuse must be reported promptly. Existing agreements retain their agreed rights and terms.

9. Fees and payment

The engagement letter sets out fees, expenses and payment arrangements. Amounts exclude VAT unless stated otherwise. Work without a fixed fee is charged at rates agreed in advance. An advance payment may be agreed. Fees for an ongoing fixed engagement or current subscription year will not be increased unilaterally, except for mandatory taxes or levies.

Invoices are payable within seven days of their date unless otherwise agreed. Overdue payments bear statutory commercial interest where applicable. Reasonable out-of-court collection costs are payable within legal limits. Litigation costs follow the court's decision. A reasoned invoice objection will be discussed promptly; the undisputed portion remains payable.

A price change for the next subscription year is notified in writing at least thirty days before renewal, allowing the client to prevent renewal. If notified later, the change takes effect only with consent or in the following subscription year.

10. Confidentiality and personal data

The parties treat confidential information as confidential and use it for the agreed services. Disclosure is limited to authorised persons, necessary service providers, legal obligations or necessary protection of legal rights. CompanyValue does not use client data for its own marketing or to train AI models. Public use of a client's name, logo or identifiable case requires prior consent.

Before external AI is used for client data, appropriate contractual arrangements and settings for confidentiality and exclusion of model training must be confirmed. Data the client independently supplies to external AI services is subject to those services' arrangements and settings. CompanyValue gives no undertaking about that independent use.

Each party fulfils its own GDPR obligations. CompanyValue is responsible for its own account administration, records and professional engagement processing. Where it solely processes client information in the app on the client's instructions, CompanyValue acts as processor for that information; the parties enter into a data

processing agreement before that processing. These terms do not replace that agreement. The privacy policy and Data & Security policy describe processing and security in more detail.

The app and upload environment are hosted through OpenAI ChatGPT Sites under the applicable data processing arrangements, using subprocessors. Storage and processing are not guaranteed to remain within the EEA. The OpenAI DPA provides for standard contractual clauses or an applicable adequacy decision for transfers outside the EEA. Signing in with ChatGPT does not automatically send files to an AI model.

Data is retained to perform and conclude the service, for necessary substantiation and legal claims and to meet statutory retention duties. Data no longer necessary is deleted or anonymised. Ending a subscription is not a deletion instruction. Access or deletion may be requested at info@companyvalue.nl; CompanyValue handles requests under the GDPR and any applicable processing agreement. Personal data breaches are assessed and, where required, reported within the applicable statutory deadline.

11. Rights in data and materials

The client retains rights in supplied data and grants CompanyValue only the rights needed to perform the services. Rights in existing software, models, design and methodological materials remain with CompanyValue or its licensors insofar as intellectual property rights subsist in them.

After payment, the client may use delivered reports for the agreed purpose, subject to article 7. These usage rights also apply to the client's app exports within the licence. Independent commercial exploitation of the software or underlying models is prohibited without consent. Third-party rights and legally permitted uses remain unaffected.

12. Availability and access

CompanyValue aims to provide reliable software and addresses reported defects reasonably. Maintenance, updates and external dependencies may affect availability. Guaranteed uptime, recovery times or backup services apply only if agreed in writing. The client keeps its own copies of important source files and exports.

An external account, such as a ChatGPT account, may be needed to sign in. Its provider has its own terms. CompanyValue remains responsible for its own performance and cannot exclude that responsibility solely because it uses an external service.

Access may be proportionately restricted for serious misuse, a security risk or material breach. Except in urgent cases, prior warning and an opportunity to remedy are given. CompanyValue explains the reason and next steps where lawful and safe. Suspension does not remove statutory access or deletion rights.

13. Complaints and remedies

Complaints should be reported to info@companyvalue.nl, with details, as soon as reasonably possible after discovery. CompanyValue investigates and, where appropriate, receives a reasonable opportunity to remedy the issue. Reporting after fourteen days does not automatically forfeit rights. Statutory duties to notify defects and limitation periods remain applicable.

14. Liability

To the extent permitted by law, CompanyValue's liability is limited to direct loss caused by an attributable breach or unlawful act. Where remedy is possible, the client first gives written notice of default and a reasonable period to remedy, unless the law does not require this.

Total liability for an event or connected series of events is capped at the fee excluding VAT paid by the client for the relevant engagement. For a software subscription or other continuing agreement, the cap is the fee excluding VAT paid for that service during the twelve months preceding the event causing the loss.

Indirect loss, including lost profits, missed savings and business interruption, is excluded. These limitations do not apply to intent or deliberate recklessness of senior management, death or personal injury, or where exclusion or limitation is prohibited by law. Mandatory rights of data subjects under the GDPR remain unaffected.

The client is responsible for third-party claims only insofar as caused by its own attributable breach of obligations, such as unlawful sharing of data. There is no indemnity for errors for which CompanyValue itself is responsible.

15. Termination and its consequences

A separate valuation or review engagement may be terminated by written notice unless validly agreed otherwise. Completed work and reasonably unavoidable, previously agreed costs are settled in accordance with applicable law. The entire remaining fee is not automatically payable. CompanyValue terminates ongoing work carefully and observes its duty of care.

Article 8 governs ordinary cancellation of software subscriptions. Both parties retain the right to terminate for a sufficiently serious breach, after a reasonable remedy period where required by law. Prepayments for unprovided services are then settled under applicable law.

The client may export data before expiry. Under the current app offer, subscription files remain readable and exportable after expiry for as long as they are retained; this is not a promise of unlimited storage. Before planned termination of that access, the client will be informed in good time and given a reasonable export opportunity, subject to legal or urgent security restrictions. Confidentiality, payment obligations, intellectual property and use restrictions survive to the extent their nature requires.

16. Force majeure

Force majeure is a non-attributable circumstance preventing performance. Supplier failure or illness does not automatically qualify. The affected party informs the other and reasonably mitigates the consequences. Only affected obligations are suspended. If the situation lasts more than thirty days, either party may terminate the affected, unperformed part in writing without damages. Prepayments for that unprovided part are refunded.

17. Version and amendments

This version of 30 September 2026 replaces earlier publications for new agreements to which it is made applicable. Publication does not amend existing engagements or subscriptions. Amended terms are supplied before new engagements or renewals. For renewal, this is done at least thirty days in advance and the client may elect not to renew. Changes during an ongoing agreement require consent, except for directly applicable legal obligations.

18. Dutch law and disputes

Dutch law governs the agreement. The parties first seek an amicable solution. If unsuccessful, disputes are submitted to the competent court of the District Court of Gelderland, to the extent a valid jurisdiction clause is permitted. Mandatory jurisdiction rules take precedence. In case of differences between the Dutch text and a translation, the Dutch text prevails to the extent permitted by law.