B2B General Terms and Conditions

Version 1.2 - effective date 11 September 2026. This version applies to agreements for which it was made applicable before or at conclusion. Existing agreements do not change solely because this page is published.

AIAgentCycle is a trading name of Good Nature Vibe B.V., with its registered office in Oosterwolde, correspondence address Houtwal 29B, 8431 EX Oosterwolde - not a visiting address - registered with the Dutch Chamber of Commerce under number 95865101, VAT ID NL867353673B01, email info@aiagentcycle.com.

Article 1 - Definitions

1.1. Client: the legal entity or natural person acting in the course of a business or profession that enters into an agreement with AIAgentCycle.

1.2. Services: the agreed analysis, advice, development, implementation, setup, maintenance, management and other work relating to automation, integrations, infrastructure and AI systems.

1.3. Work Products: workflows, configurations, prompts, scripts, documentation and other materials created or made available for the assignment. Third-party software and materials are subject to the relevant rights and licences of those third parties.

1.4. AI Output: text, code, proposed decisions and other results generated or supported by AI systems. In Writing: a reproducible written statement, including email and an agreed form of digital approval.

Article 2 - Applicability and Order of Precedence

2.1. These terms apply to business quotations and agreements where their applicability has been agreed before or when the agreement is concluded. The Client's purchasing terms are expressly rejected. Where different sets of terms are exchanged, their applicability will be resolved in writing before performance begins.

2.2. Individually agreed deviations in the quotation or statement of work take precedence. These are followed by any special service terms and then these general terms. A data processing agreement takes precedence in matters concerning the processing and protection of personal data. Mandatory law remains applicable.

2.3. AIAgentCycle provides the applicable versions before or upon acceptance in a form the Client can retain, such as an attached PDF. The adopted general terms can also be consulted at https://aiagentcycle.com/en/terms/.

Article 3 - Quotation and Assignment

3.1. A quotation is valid for thirty days unless it specifies a different period. It describes the scope, price, external costs, schedule, assumptions, any acceptance criteria and applicable documents. Obvious errors will be corrected as soon as possible; a correction does not confer a right to change an already agreed price arbitrarily.

3.2. The agreement is formed by written acceptance by an authorised representative, or by performance with demonstrable consent to the assignment and the applicable terms. A free introductory meeting or scan does not create an obligation to commission paid follow-up work.

3.3. Incorrect or missing information may affect the scope, price and schedule. AIAgentCycle explains these consequences and requests approval for a change in advance. Without approval, the additional work concerned will not be performed; the parties will discuss an appropriate continuation or termination of the affected part.

Article 4 - Performance and Delivery

4.1. AIAgentCycle exercises the care of a reasonably competent professional service provider. Research, advisory and optimisation work constitutes an obligation to exercise reasonable efforts. Explicitly agreed functions, performance frequencies, documentation, security measures and acceptance criteria remain concrete performance commitments; this provision does not make them optional.

4.2. Deadlines are indicative unless a binding deadline has been agreed or follows from the nature of the agreement. AIAgentCycle reports foreseeable delays, stating the cause and a proposal to remedy them. Where legally required, it is given a reasonable period to remedy the situation. Statutory rights in the event of an attributable breach, permanent impossibility of performance or failure to meet a binding deadline remain in force.

4.3. On delivery, the Client receives the agreed testing and handover materials. The Client examines the result within ten working days or the agreed testing period and reports specific departures from the criteria. Failure to report, or putting the result into use, does not mean that hidden defects, security defects or departures that cannot be observed are automatically accepted. Non-material outstanding items must not unreasonably prevent use; the parties will document the remedial work.

4.4. AIAgentCycle may engage suitable third parties and remains responsible for performing its own agreement. The data processing arrangements also apply to the engagement of subprocessors. The Client's own supplier contracts have their own terms, without those terms excusing AIAgentCycle's own breaches.

4.5. Savings, returns and time savings are substantiated estimates based on stated assumptions, not guaranteed business results. Departures from assumptions will be made apparent.

Article 5 - Client Cooperation

5.1. The Client provides the necessary information, lawful data, access, licences, decisions and a responsible contact person in good time. AIAgentCycle specifies what is needed for this purpose and warns of any unsuitability or relevant risks that it can reasonably identify.

5.2. The Client is responsible for its own business processes, the lawfulness of its own data and instructions, internal user management and compliance with the legislation applicable to it. The parties' legal roles are determined by the services actually provided and not solely by a contractual designation.

5.3. A Client error, sharing of keys or a change made by the Client may result in additional work or damage. Consequences are attributed to the Client only to the extent caused by those actions. AIAgentCycle's own duty of care and any shared responsibility remain in force. The Client reports relevant changes to managed systems in advance or, where necessary, as soon as possible afterwards.

5.4. The Client arranges backups of data outside an expressly agreed backup service. Within an agreed backup service, AIAgentCycle's responsibility is as described in that service.

5.5. The Client indemnifies AIAgentCycle against justified third-party claims to the extent that they arise directly from unlawful material or unlawful instructions supplied by the Client and are attributable to the Client. The indemnity does not cover AIAgentCycle's share in the cause. AIAgentCycle reports a claim in good time and reasonably cooperates in its defence and in mitigating damage; any admission or settlement at the Client's expense requires the Client's prior reasonable consent.

Article 6 - Changes and Additional Work

6.1. Additional work is described in writing in advance, stating the price or rate, estimate or maximum, external costs and effect on the schedule. Performance follows approval. An emergency authorisation documented for the assignment may constitute prior approval within its stated limits.

6.2. Remedying a departure from the agreed work that is attributable to AIAgentCycle is not chargeable additional work. More extensive work resulting from a subsequently changed Client request or external specification may be chargeable additional work. AIAgentCycle explains the distinction.

Article 7 - Prices, AI Costs and Payment

7.1. Prices exclude VAT. External costs are identified separately unless expressly included. The usual AI tools used by AIAgentCycle itself are included in the rate. Exceptional additional development usage is charged separately only after a calculation method and budget have been agreed in advance. Operational API usage by Client systems is agreed separately. The same costs are not invoiced twice.

7.2. The payment term is fourteen days. Project deposits and milestone payments are set out in the quotation. Ongoing services are invoiced monthly in advance. A sufficiently detailed invoice dispute will be examined on its merits; the undisputed portion remains payable.

7.3. Late payment is governed by the statutory rules on default and statutory commercial interest. Before extrajudicial collection, AIAgentCycle gives written notice of the arrears and costs and, except in special circumstances, allows fourteen days to remedy the default. Reasonable extrajudicial collection costs are charged within the applicable statutory limits; there is no separate contractual minimum of EUR 250.

7.4. Suspension is proportionate and follows a warning with a reasonable period to remedy the default, except in a specific emergency. The measure must not go further than the breach justifies. AIAgentCycle takes account of security, data protection and a safe handover. A right of use already paid for will not be withdrawn because of another disputed invoice. Client data will not be destroyed as a means of exerting pressure.

7.5. The price of an ongoing service may be adjusted once every twelve months, for the first time after twelve months, by the percentage change in the Consumer Price Index, all households, series published by Statistics Netherlands (CBS), between the latest available month at the time of announcement and the same month a year earlier. When this indexation is applied, a negative change also results in a reduction. If the series is discontinued, a comparable official successor will be used. AIAgentCycle states the index figures and calculation used and announces the change at least thirty calendar days in advance. The Client may give notice before the effective date to terminate on that date. Any other price change will be justified separately, with the same notice and opportunity to terminate, and will not apply retrospectively. Agreed fixed project prices are not changed by this provision.

Article 8 - Duration and Termination

8.1. Ongoing maintenance and retainer services can, by default, be cancelled each month with effect from the end of the current monthly subscription period, without an initial minimum term or an additional notice month. The start day determines the period. The additional maintenance terms specify the precise calendar calculation. A different term applies only where individually and clearly agreed.

8.2. In the event of a material breach, the other party may terminate for breach in accordance with the law after a reasonable period to remedy the breach has expired without remedy, where such a period is required. No futile remedy period is required where performance is permanently impossible or another statutory exception applies. In the event of insolvency, the applicable statutory restrictions on termination and suspension apply.

8.3. The Client may cancel an unfinished project in writing. The amounts payable are the work demonstrably already performed, at the cancellation hourly rate stated in the quotation, and external costs approved in advance, actually incurred and not reasonably avoidable. Payment for the work does not exceed the agreed project fee for that work; any deposit is credited. If no cancellation hourly rate has been specified, a reasonable, demonstrable fee for the completed part applies, within the agreed project price. Work not performed will not be charged, and the same costs will not be charged twice. Mandatory law remains applicable.

8.4. On termination, the agreed Work Products, exportable configuration and current maintenance information are handed over securely. The additional handover provisions apply to maintenance. For other assignments,

standard handover takes place no later than ten working days after termination. Existing rights of use for paid work remain in force. Additional migration is charged only after approval and to the extent permitted by law.

8.5. Response times and service hours are set out in the assignment or special service terms. There is no 24/7 service or guaranteed resolution time without a separate agreement. This does not limit statutory notification duties after becoming aware of an incident.

Article 9 - Accounts and Continuity

9.1. Supplier accounts, domain registrations, hosting contracts and API contracts are set up in the Client's name by default. AIAgentCycle receives the necessary delegated access. This concerns contractual control and rights of use, not a transfer of ownership of third-party hardware or software. Deviations, restrictions and costs are documented in advance.

9.2. Critical configurations, dependencies, administrative access and recovery steps are documented in accordance with the assignment. The Client may request this information during the relationship. Secrets are shared only through suitable secure channels.

9.3. Operational performance is normally carried out by one person. AIAgentCycle maintains a continuity procedure with a designated contact person, accessible maintenance information and instructions for a safe handover in the event of prolonged unavailability. The designated person receives only appropriate access and is bound by confidentiality. The procedure concerns information and handover; replacement technical services or permanent staffing are included only if explicitly agreed.

Article 10 - Rights in Work Products

10.1. AIAgentCycle's existing materials, generic modules, methods and know-how remain AIAgentCycle's. Rights in materials supplied by the Client remain with the Client or the rights holder. Third-party licences remain applicable. The following terms of use apply to newly created Work Products unless the quotation expressly provides for a transfer of rights.

10.2. Upon payment for the relevant work, the Client receives a non-exclusive, perpetual right to use and run the delivered Work Products within its own business, copy them for maintenance and backup, export them and modify them. The Client may engage a successor maintenance provider for these purposes, subject to appropriate confidentiality. This right does not include separate resale or public distribution of AIAgentCycle's generic modules and does not extend any rights under third-party licences.

10.3. AIAgentCycle may reuse non-confidential generic knowledge and techniques. Client data, Client-specific secrets and confidential code will not be made available to third parties in doing so.

10.4. A name, logo, identifiable case study or testimonial will be published only with prior written permission. The permission specifies what will be used and where. Anonymisation must not be merely apparent: indirectly identifiable Client information remains confidential.

Article 11 - Confidentiality

11.1. The parties use confidential information only for the agreement, restrict access to persons who need it and bind them to appropriate confidentiality. This obligation survives termination.

11.2. The obligation does not apply to information that is demonstrably lawfully public, was already lawfully known or was independently developed. Where disclosure is required by law, the disclosing party informs the other party in advance to the extent permitted and limits disclosure to what is necessary.

Article 12 - Data Protection and Security

12.1. Before processing begins, the parties determine their actual roles under the GDPR. Where AIAgentCycle processes personal data as a processor, they enter into an agreement complying with Article 28 GDPR, with specific instructions, measures, subprocessors, locations, retention periods and incident arrangements.

12.2. AIAgentCycle applies risk-based measures, including secure connections, minimum access rights, multifactor authentication where supported, protected secrets management, secure equipment and appropriate updates. The specific measures follow from the assignment and data processing arrangements. Neither party promises absolute security.

12.3. A server in the EEA does not automatically mean that all connected services process data within the EEA. Storage, support access, transfers and AI services are documented for each data flow. Transfers outside the EEA take place only on an applicable legal basis and with the required safeguards and assessments. A supplier's name or a marketing claim does not replace this assessment.

12.4. Backups are governed by the expressly agreed scope. Without a backup service, the Client is responsible for its own backups. Where a backup service is agreed, AIAgentCycle cannot use this default rule to exclude its own agreed performance obligations.

12.5. Data is retained no longer than necessary for the agreed purpose, an appropriate legal basis or a statutory obligation. A tax-related obligation to retain business records does not mean that all technical logs, prompts and Client files must be retained for seven years.

Article 13 - AI and Human Oversight

13.1. AIAgentCycle uses AI in its work and reviews the results in a manner appropriate to the risk. AI Output may be incorrect, incomplete or unsuitable. This does not make agreed tests, checks or professional care optional.

13.2. For operational AI applications, the purpose, permitted actions, prohibited actions, data use, budget, evaluation criteria, human oversight and ways to stop operation are documented. Actions with significant consequences require the agreed oversight and, where necessary, prior human approval. Statutory restrictions on automated decision-making remain applicable.

13.3. The Client remains responsible for its own business decisions and correct use. Approval of a permitted scope of action does not release AIAgentCycle from responsibility for incorrect implementation, missing agreed limits or careless use. Responsibility follows the actual cause and legal role.

13.4. For each application, the parties determine whether they are, among other possible roles, a provider or deployer under the AI Act. Each complies with its own obligations. A role may change through modification, repurposing or integration. Applications subject to special legal requirements are implemented only after appropriate assessment and explicit agreements.

13.5. Client data is not used for model training by default. Disclosure to development or production models follows the agreed data protection arrangements. Exceptions require a separate lawful basis and written instruction; the Client's consent does not replace the rights of data subjects.

13.6. Where required by law, AI interaction and other relevant AI characteristics are made transparent. AIAgentCycle implements the technical disclosure included in the scope; the Client ensures correct application in its channels. Both parties provide appropriate AI literacy and oversight for their own staff involved.

13.7. Third-party rights may also be relevant to AI Output. The parties assess its use in a manner appropriate to the risk; AIAgentCycle performs the agreed checks on the work it delivers. No exclusive copyright in every AI result is guaranteed.

Article 14 - Force Majeure

14.1. A circumstance constitutes force majeure only to the extent that it is not for the affected party's account under the law, the agreement or generally accepted views, and actually prevents performance. A supplier failure, cyberattack or illness is not automatically force majeure. Careless management by the party itself, insufficient agreed preparation or an avoidable breach is not excluded from responsibility by this provision.

14.2. The affected party reports the cause, consequences and expected duration as soon as possible, mitigates damage and performs the parts that remain possible. The parties discuss temporary measures and continuity. The full fee does not automatically remain payable for materially unperformed services that cannot be provided usefully at a later date; advance payments for the discontinued part are reconciled.

14.3. If the affected part cannot be performed for more than thirty calendar days, either party may terminate that part without compensation for damage caused by that force majeure. Previously existing termination rights and rights concerning the party's own breaches remain in force.

Article 15 - Remedy and Liability

15.1. AIAgentCycle is liable for damage caused by an attributable breach in accordance with the law and the reasonable limitations below. Where required, it is given a reasonable opportunity to remedy the breach. This condition does not apply where remedy is permanently impossible or the law does not require a notice of default.

15.2. AIAgentCycle remedies its own breach without an additional fee. That remedy does not automatically constitute full compensation for all other damage. Reasonable costs of establishing a breach, mitigating direct damage and restoring damaged or lost data may constitute direct damage to the extent causally connected to an attributable breach, including a failure to perform an agreed backup service.

15.3. Liability for indirect damage, such as lost profits, lost savings and reputational damage, is excluded to the extent permitted by law. A loss is not excluded solely by labelling it 'AI', 'data' or 'third parties'. Direct remedial and mitigation costs under Article 15.2 remain direct damage.

15.4. For a single event, with related events treated as one event, the contractual liability cap for a separate project is the agreed fee for the affected project, with a minimum of EUR 2,500 and a maximum of EUR 25,000. For an ongoing service, the cap is the fee for twelve months of the affected service at the monthly rate applicable at the time of the event, with the same minimum and maximum. If the same event concerns both development and maintenance, the higher of these applicable caps applies, not their sum.

15.5. For all events combined, a cap applies per calendar year equal to the highest cap applicable to those events under Article 15.4. The existence, insured sum or payment under liability insurance does not increase the agreed liability cap. A different cap applies only if the parties expressly agree it in writing. This provision does not represent that any particular insurance or coverage is in place. Article 15.6 continues to apply.

15.6. The limitations do not apply in the event of intent or wilful recklessness by AIAgentCycle or its executives, or to the extent that a limitation is prohibited by law. The rights of data subjects and third parties under mandatory law remain unaffected. The obligation to bring its own work into conformity does not result in an additional invoice to the Client and is not deducted from the liability cap as compensation paid.

15.7. The Client reports a defect or damage as soon as reasonably possible after discovery and limits further damage where possible. Merely exceeding a short administrative reporting period does not automatically result in loss of rights. The statutory rules on the duty to complain, limitation periods, causation and contributory fault remain applicable.

Article 16 - Suspension, Set-off and Complaints

16.1. The parties consult each other in the event of a substantive dispute. The Client pays the undisputed portion and may suspend payment of the disputed portion only proportionately and where there is a legal basis to do so. Set-off is permitted against an acknowledged or finally established counterclaim and to the extent that mandatory law grants further rights.

16.2. A complaint may be sent to info@aiagentcycle.com. AIAgentCycle acknowledges receipt within two working days and normally provides a substantive response within ten working days or a reasoned timeframe for a further response. A complaints procedure does not restrict any applicable statutory time limit or right to urgent legal protection.

Article 17 - Other Provisions

17.1. Dutch law applies. Disputes are submitted to the court having jurisdiction under the law; to the extent that a choice of forum is legally valid, the parties choose the competent court in the district where AIAgentCycle has its registered office.

17.2. If a provision is invalid, the other provisions remain in force as far as possible. The parties consult on a valid replacement that approximates the lawful purpose; they do not automatically replace an invalid limitation with an equally far-reaching new limitation.

17.3. Changes for ongoing agreements are announced at least thirty calendar days in advance in a retainable form, stating their content, reason and effective date. In the event of an adverse change, the Client may give notice before the effective date to terminate on that date. Consent is requested for an existing agreement without an applicable basis for amendment. A change does not apply retrospectively.

17.4. The parties first attempt to resolve a dispute through consultation. This does not prevent urgent measures, timely interruption of a limitation period or other necessary legal protection.

17.5. The parties are independent contracting parties. Transfer of the agreement takes place with the cooperation required by law. Before an intended transfer, the Client is informed in good time of the identity, consequences and required consent. Rights concerning personal data and subprocessors are complied with separately.