finQuali B.V.
Terms & Conditions
Last updated: September 2025

1. Introduction

1.1. These Terms & Conditions ("Terms") apply to the use of the finQuali platform and related services ("Services") operated by finQuali B.V., a private limited company under Dutch law, registered at the Chamber of Commerce under number 86456571, with its registered office at Wilgenstraat 13, 5271 JH Sint-Michielsgestel, the Netherlands ("finQuali", "we", "us").

1.2. By creating an account, subscribing, or otherwise using finQuali, you ("Client", "you") agree to be bound by these Terms. If you do not agree, you may not use the Services.

1.3. These Terms form the entire agreement between you and finQuali with respect to the Services, unless otherwise agreed in writing.

2. Use of the Platform

2.1. Access requires a valid subscription and account. You are responsible for safeguarding your login credentials and for all activity under your account.

2.2. You agree not to misuse the Services, including but not limited to:
- Attempting to gain unauthorised access,
- Copying, reselling, sublicensing, or redistributing the Services,
- Reverse engineering, modifying, or creating derivative works of the software,
- Using the Services for unlawful, misleading, or competitive purposes.

2.3. FinQuali may suspend or terminate access if you violate these Terms.

3. Subscriptions, Fees & Payment

3.1. Access to the Services is subscription-based. The applicable fees, billing cycles, and plan details are set out in your subscription order or invoice.

3.2. All fees are due in advance and are non-refundable, unless required by law.

3.3. Subscriptions automatically renew at the end of each billing cycle unless cancelled with **30 days' notice**, effective at the end of the cycle.

3.4. FinQuali may change fees from time to time. Any change will be communicated in advance and apply from the next renewal.

3.5. If payment is overdue, finQuali may suspend access to the Services until payment is received. Overdue payments may accrue statutory interest and reasonable collection costs.

4. Third Parties & Subcontracting

4.1. FinQuali may engage third-party providers (e.g. hosting, analytics, support) in delivering the Services.

4.2. FinQuali is authorised to accept limitations of liability imposed by such third parties on behalf of the Client.

5. Data & Privacy

5.1. You retain ownership of all data you input into finQuali. You grant finQuali a limited licence to process that data as necessary to provide the Services.

5.2. Processing of personal data is subject to our Privacy Policy to be found at https://www.finQuali.com/privacy-policy

5.3. You are solely responsible for the accuracy, quality, legality, and ownership of the data you provide.

6. Intellectual Property

6.1. All intellectual property rights in and to the Services, software, methodologies, and related materials remain the exclusive property of FinQuali or its licensors.

6.2. You may not:
- Remove or obscure copyright or trademark notices,
- Reproduce, distribute, or create derivative works from the Services,
- Benchmark, test, or analyse the Services for competitive purposes.

6.3. Nothing in these Terms grants you ownership of finQuali's intellectual property.

7. Confidentiality

7.1. Both parties agree to treat as confidential all non-public information received from the other party in connection with the Services ("Confidential Information").

7.2. Confidential Information includes, without limitation: technical, financial, commercial, or operational information; product designs; methodologies; and client-specific assessments.

7.3. Confidentiality does not apply to information that is:
- Publicly available without breach,
- Already known to the receiving party,
- Independently developed without use of Confidential Information,
- Required to be disclosed by law or regulation.

7.4. Each party may disclose Confidential Information to its affiliates, advisors, or employees only on a need-to-know basis, provided they are bound by obligations of confidentiality at least as strict as these Terms.

7.5. Obligations under this clause survive termination of the agreement for **3 years**, or for as long as the information remains a trade secret.

8. Liability

8.1. FinQuali will use reasonable efforts to deliver the Services with care and skill but does not guarantee uninterrupted, error-free, or fully secure operation.

8.2. FinQuali shall not be liable for:
- Indirect or consequential damages,
- Loss of profits, revenue, goodwill, or data,
- Downtime or delays caused by third-party systems or force majeure events.

8.3. As soon as the Client becomes aware of a potential claim, the Client must notify finQuali in writing without undue delay. Claims expire one (1) year after the event giving rise to the claim.

8.4. FinQuali's maximum liability under or in connection with the Services shall be limited to the total subscription fees paid by the Client in the **12 months** preceding the event giving rise to the claim.

8.5. The Client indemnifies finQuali against third-party claims arising from the Client's use of the Services or breach of these Terms.

9. Force Majeure

9.1. FinQuali is not liable for delays or failures caused by events beyond its reasonable control, including natural disasters, power outages, internet disruptions, strikes, governmental actions, or third-party service failures.

10. Term & Termination

10.1. These Terms apply for as long as you use the Services.

10.2. Either party may terminate by giving written notice of at least **30 days**, effective at the end of the billing cycle.

10.3. FinQuali may terminate immediately if you materially breach these Terms (including non-payment).

10.4. Upon termination:
- Your access will be disabled,
- Confidentiality obligations continue,
- FinQuali may retain anonymised data for analysis and improvement.

11. Miscellaneous

11.1. Severability – If any provision is invalid or unenforceable, the remainder shall remain in effect.

11.2. Assignment – You may not transfer your rights or obligations without prior written consent. FinQuali may assign its rights as part of a business transfer or merger.

11.3. Entire Agreement – These Terms constitute the full agreement between the parties, superseding prior understandings.

11.4. Changes – We may update these Terms from time to time. Material changes will be notified at least 30 days in advance.

12. Governing Law & Disputes

12.1. These Terms are governed exclusively by Dutch law.

12.2. Any disputes shall be submitted to the competent court in 's-Hertogenbosch, the Netherlands.

13. Contact

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