

These TinQwise AI Terms (the “AI Terms”) govern the use of Artificial Intelligence functionality made available by TinQwise B.V. (“TinQwise”) to its customers (each a “Client”) as part of the TinQwise platform and related services. These AI Terms are part of the TinQwise contractual framework and are incorporated by reference into each Order Confirmation entered into between TinQwise and a Client. No separate signature on these AI Terms is required; the Client accepts the AI Terms, in the version in force on the date of signature of the Order Confirmation, by signing the Order Confirmation. Commercial terms (including which AI features are activated, and whether they are free or paid), Client-specific choices and any deal-specific deviations are set out in the AI Schedule forming part of the Order Confirmation (the “AI Schedule”). Capitalised terms not defined in these AI Terms have the meaning given to them in the Order Confirmation or the TinQwise General Terms & Conditions.

## 1. Applicability and scope

- 1.1** These AI Terms apply to all Artificial Intelligence (AI) functionality that TinQwise makes available to the Client as part of its platform and services. AI functionality includes all current and future AI-powered features, including but not limited to AI-assisted learning, automated content generation, personalised learning recommendations, coaching, automated assessments, and AI-supported service delivery.
- 1.2** AI functionality is activated per feature or feature set. Only AI features explicitly listed in the AI Schedule are activated for the Client. A feature that is not listed in the AI Schedule is not activated, unless a later written agreement between the parties provides otherwise.
- 1.3** No separate addendum or signature is required for the introduction of new AI features within the TinQwise platform, provided they fall within the scope described in Article 1.1 and do not represent a material difference as defined in Article 1.4. New AI features become available to the Client only upon activation under the AI Schedule or a written instruction from the Client.
- 1.4** For the purposes of these AI Terms, a “material difference” means: (i) the processing of a new category of personal data; (ii) a change in the country where the personal data is processed; (iii) the introduction of a new foundation-model provider or other AI sub-processor; (iv) any use of Client Content or Client Data to train, fine-tune or evaluate AI models; or (v) any use of AI in a context that falls within a different risk category under the EU AI Act.
- 1.5** Where TinQwise notifies the Client in writing of a material difference, the Client may, within 30 days after the notice, object in writing. If the parties do not agree on a mutually acceptable alternative within a further 30 days, the Client may deactivate the affected AI feature under Article 6 or, if the affected feature is material to the Services, terminate the affected Follow-up Assignment for cause with a pro-rata refund of any prepaid fees for the remainder of the then-current term.

## 2. Roles under the EU AI Act

- 2.1** For the purposes of Regulation (EU) 2024/1689 (the “EU AI Act”), TinQwise is the provider of the AI system embedded in its platform and services. The Client is the deployer of that AI system when it

makes AI features available to its employees, learners or other end users. Each party complies with its own obligations under the EU AI Act as provider or deployer.

- 2.2** TinQwise maintains appropriate AI literacy within its own organisation in accordance with Article 4 of the EU AI Act. TinQwise makes user-facing documentation, training materials and feature descriptions available to the Client to support the Client's own AI-literacy obligation towards its personnel.
- 2.3** The parties acknowledge that certain AI features may qualify as high-risk AI systems under Annex III, point 3 of the EU AI Act when they are used to evaluate learning outcomes, steer the learning process, determine access or assignment to education, or monitor the behaviour of learners during tests. The AI features that the parties consider high-risk in the context of the Client's use are identified in the AI Schedule; Articles 2.4 and 2.5 apply to each such feature.
- 2.4** For AI features identified as high-risk under Article 2.3, TinQwise makes available to the Client, on written request: (a) instructions for use in accordance with Article 13 EU AI Act; (b) information on the human-oversight measures implemented in the platform in accordance with Article 14; (c) information on the accuracy, robustness and cybersecurity characteristics of the system in accordance with Article 15; and (d) to the extent technically possible and consistent with Client confidentiality, access to automatically generated logs under Article 12.
- 2.5** TinQwise designs high-risk AI features to enable the Client to keep a human in the loop for decisions that have a legal or similarly significant effect on learners (such as pass/fail determinations). The Client, acting as deployer, is responsible for actually exercising such human oversight in its own processes, and designates a human-oversight contact in the AI Schedule.
- 2.6** In line with Article 50 of the EU AI Act, TinQwise labels AI-generated content inside the platform and informs end users in the user interface when they are interacting with an AI system. The Client is responsible for any additional transparency notices required under its own internal policies.
- 2.7** TinQwise publishes, and keeps up to date, a list of the foundation-model and other AI sub-processors it uses to deliver AI functionality at [www.tinqwise.com/sub-processors](http://www.tinqwise.com/sub-processors). Changes to this list are notified to the Client in accordance with the sub-processor notification mechanism in the TinQwise Data Processing Terms.

### 3. Data use and legal basis

- 3.1** TinQwise processes personal data in connection with AI functionality solely for the purpose of delivering the agreed Services. The lawful basis under Article 6 GDPR is (i) the performance of the Agreement in relation to core AI functionality and (ii) TinQwise's legitimate interest in securing, improving and maintaining the platform, subject to a documented legitimate-interest assessment. Personal data is not used to train, fine-tune or evaluate underlying AI models. TinQwise imposes an equivalent 'no-training' commitment on its foundation-model and other AI sub-processors and, where applicable, makes use of the 'zero data retention' or equivalent enterprise settings offered by those sub-processors.

- 3.2** The Client is responsible for ensuring that its users do not enter special category personal data within the meaning of Article 9 GDPR (such as health data or data relating to children) into AI features, unless explicitly agreed and documented between the parties in the AI Schedule. Where the Client relies on explicit consent under Article 9(2)(a) GDPR for such processing, the Client is the controller for that processing. TinQwise implements reasonable technical measures to warn users and, where feasible, prevent the entry of obvious special-category inputs; the Client accepts that no such measure is fully effective.
- 3.3** TinQwise does not use its AI features to take decisions which produce legal effects concerning a learner or similarly significantly affect a learner within the meaning of Article 22 GDPR on a solely automated basis. Where an AI feature supports such a decision (for example, a pass/fail determination), the platform is configured so that the Client's designated reviewer can review and override the AI output before the decision becomes final. Where the Client intends to rely on such a feature, the relevant use case, reviewer role and safeguards are recorded in the AI Schedule. The Client, acting as controller, informs its end users of this human-review mechanism.
- 3.4** AI inputs, prompts and outputs are retained, and logged, only for as long as strictly necessary to deliver the Services. Retention periods and logging arrangements are governed by the TinQwise Data Processing Terms and the applicable TinQwise information-security policies (forming part of the TinQwise Information Security and Risk Management System, ISRMS). On termination of the Agreement, AI inputs and outputs associated with the Client are deleted in accordance with the Data Processing Terms.
- 3.5** Where AI functionality requires transfers of personal data outside the European Economic Area, TinQwise relies on the transfer mechanisms set out in the TinQwise Data Processing Terms (including the Standard Contractual Clauses and, where applicable, supplementary measures). The current list of transfer destinations for AI sub-processors is included in the sub-processor list referenced in Article 2.7.
- 3.6** TinQwise makes available, on reasonable request, information to support the Client in performing a Data Protection Impact Assessment under Article 35 GDPR in respect of AI features, including a description of the processing, the categories of data involved, and the technical and organisational safeguards.

## 4. Privacy and security

TinQwise processes data in the context of AI functionality in accordance with:

- the applicable Agreement (the Order Confirmation and any Follow-up Assignment);
- the TinQwise Data Processing Terms;
- the TinQwise Data Privacy Policy; and
- applicable privacy legislation, including the GDPR.

- 4.1** TinQwise applies appropriate technical and organisational measures to protect data, in line with common security standards such as ISO/IEC 27001, and monitors the development of ISO/IEC

42001 (AI management system) with a view to future adoption. The referenced TinQwise policies can be found at [www.tinqwise.com/terms-policies/](http://www.tinqwise.com/terms-policies/).

- 4.2** In the event of an AI-specific security incident (including, but not limited to, prompt injection leading to unauthorised disclosure, exfiltration of personal data through a model, or malfunction of a high-risk AI feature), TinQwise follows the incident-notification procedure agreed in the TinQwise Data Processing Terms.
- 4.3** The audit rights set out in the TinQwise Data Processing Terms extend to TinQwise's compliance with these AI Terms, including verification of the 'no-training' commitment under Article 3.1 and the sub-processor list under Article 2.7.

## 5. Intellectual property, accuracy and liability

- 5.1** The Client retains all intellectual property rights in Client Data and Client Content used as input to AI features.
- 5.2** As between the parties, the Client owns the AI-generated output that is created by the AI features on the basis of its own inputs, to the extent such output is capable of protection under applicable intellectual property law. TinQwise retains all rights in the underlying platform, models, templates and anonymised, aggregated usage data.
- 5.3** The Client acknowledges that AI-generated output may contain inaccuracies, omissions or so-called 'hallucinations', and agrees to review AI-generated content before relying on it for any decision having a legal or similarly significant effect. TinQwise gives no warranty of accuracy, completeness or fitness for a particular purpose in respect of AI-generated output, except as expressly set out in the Agreement.
- 5.4** TinQwise will defend the Client against any third-party claim alleging that the AI-generated output delivered by the platform infringes a third party's copyright or trademark rights, and will indemnify the Client against damages and reasonable legal costs finally awarded in respect of such claim, provided that the Client: (a) promptly notifies TinQwise in writing of the claim; (b) gives TinQwise sole control of the defence and settlement; and (c) provides reasonable cooperation. This indemnity does not apply to claims arising from Client Data or Client Content, from modifications of AI output by or on behalf of the Client, or from use of the output in combination with non-TinQwise products or services.
- 5.5** The liability cap and exclusions set out in the General Terms & Conditions of TinQwise apply to all claims arising under or in connection with these AI Terms, including claims under Article 5.4, save to the extent mandatory law does not allow such limitation.

## 6. Deactivation of AI features

- 6.1** The Client may at any time request deactivation of specific AI features by written notice to TinQwise. TinQwise will stop the relevant AI-related processing within a reasonable period and in

any event no later than 30 days after receipt of the notice. These AI Terms remain in force for any AI features that remain active.

- 6.2** Deactivation of AI features under Article 6.1 does not, by itself, terminate the Agreement or any Follow-up Assignment. A Client's right to terminate a Follow-up Assignment for a material change in scope is set out in Article 1.5.

## 7. Amendment and version control

- 7.1** TinQwise may amend these AI Terms from time to time to reflect changes in law, regulation, guidance from supervisory authorities, changes to the platform or AI sub-processor landscape, or other legitimate operational reasons. The then-current version is always published at [www.tinqwise.com/ai-terms](http://www.tinqwise.com/ai-terms), together with a version number and effective date.
- 7.2** Amendments that are not material take effect on the effective date shown on the published version. For the purposes of this Article 7, an amendment is "material" if it: (i) would qualify as a material difference under Article 1.4; (ii) reduces the Client's rights or increases the Client's obligations in a more than insignificant manner; or (iii) changes the allocation of liability or the indemnities set out in Article 5.
- 7.3** TinQwise notifies the Client in writing (including by email to the contact listed in the Order Confirmation) of any material amendment at least 30 days before it is intended to take effect.
- 7.4** The Client may, within 30 days after the notice referred to in Article 7.3, object in writing to the proposed amendment. If the parties do not agree on a mutually acceptable alternative within a further 30 days, the Client may either (a) continue under the version of the AI Terms in force immediately prior to the proposed amendment until the end of the then-current term of the Order Confirmation, or (b) terminate the affected Follow-up Assignment for cause with a pro-rata refund of prepaid fees for the remainder of that term. An objection raised in good time suspends the entry into force of the amendment in respect of the Client until the 30-day negotiation period has expired.

## 8. Priority, language and miscellaneous

- 8.1** Within the contractual framework set out in the Order Confirmation, these AI Terms rank with the other TinQwise terms documents (the General Terms & Conditions, the License Terms, the Data Processing Terms and the Service Terms). The Order Confirmation (including the AI Schedule and any Follow-up Assignment) prevails over these AI Terms. In the event of conflict between these AI Terms and any other terms document, these AI Terms prevail in respect of matters concerning AI functionality.
- 8.2** These AI Terms are incorporated by reference into each Order Confirmation. No separate signature is required. By signing the Order Confirmation, the Client accepts the version of these AI Terms published at [www.tinqwise.com/ai-terms](http://www.tinqwise.com/ai-terms) on the date of signature, save to the extent the AI Schedule, the Order Confirmation or a Follow-up Assignment expressly provides otherwise.



- 8.3** These AI Terms are published in English. Where a Dutch-language translation exists, and in the event of any inconsistency between the Dutch and the English text, the Dutch text prevails.
- 8.4** These AI Terms are governed by the law and jurisdiction clauses of the Agreement.