Eyk Terms and Conditions

Version 2.0
2026-11-16

1. Agreement and definitions

1.1 These Terms and Conditions (“Terms”) apply to the Eyk Service provided by Eyk B.V., Stationsplein 45, 3013 AK Rotterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 88097722 (“Eyk”), to the business customer that holds the account (“Customer”). Customer accepts these Terms when it creates an account, signs an Order or selects a Subscription Plan, and must accept them before it uses the Eyk Service. These Terms replace all earlier versions; for existing customers they take effect as set out in Clause 19.

1.2 The agreement between Eyk and Customer (the “Agreement”) consists of: (a) any Order; (b) these Terms; (c) the Eyk Data Processing Agreement (the “DPA”); (d) the Eyk SLA Schedule, only where an Order names it (the “SLA Schedule”); and (e) the Subscription Plan Customer has selected. Customer accepts the DPA when it accepts these Terms.

1.3 An Order that expressly names a provision of these Terms, the DPA or the SLA Schedule as amended prevails over that provision. Otherwise, in case of conflict: the DPA prevails on matters concerning the Processing of Personal Data; an Order prevails on fees, term and the scope of the Eyk Service; the SLA Schedule prevails on availability and service credits; and on all other matters these Terms prevail. Customer’s own purchasing or other conditions do not apply.

1.4 Eyk Service, Customer Data, Customer Environment, Data Source, Destination, Subprocessor, Personal Data, Processing, Data Subject and Supervisory Authority have the meaning given in the DPA.

1.5 Business Days means days other than Saturdays, Sundays and Dutch public holidays.

1.6 Order means an order form, subscription agreement or proposal for the Eyk Service that both Parties have signed or accepted in writing.

1.7 Parties means Eyk and Customer, and Party means either of them.

1.8 Subscription Plan means the plan, term, usage limits and fees Customer selects in the Eyk Service, in an Order or in Eyk’s subscription confirmation.

1.9 Users means the individuals Customer authorises to use the Eyk Service.

2. Use of the Eyk Service

2.1 Eyk makes the Eyk Service available to Customer in accordance with the Order or Subscription Plan during the term, and grants Customer a non-exclusive, non-transferable, non-sublicensable right to let its Users access and use the Eyk Service remotely. Eyk offers various Subscription Plans with different features, described on the pricing page on the Eyk website. Eyk may agree specific pricing and other terms with individual customers in an Order.

2.2 The Eyk Service is directed solely at business customers, which use it for their business purposes. Nothing in these Terms is or may be deemed to be an offer to or an agreement with a consumer. No consumer-related laws or legislation apply to these Terms or the Eyk Service.

2.3 Eyk develops the Eyk Service continuously and may change its features, design and underlying technology.

2.4 Eyk may engage third parties, including cloud, edge, monitoring, authentication and AI model providers, to perform parts of the Eyk Service. Eyk remains responsible towards Customer for their performance, subject to Clauses 7.1, 13 and 17.4. Third parties that Process Personal Data are Subprocessors and are governed by Clause 9 of the DPA.

3. Account registration

3.1 Customers must register to use the Eyk Service.

3.2 A person who registers or accepts these Terms on behalf of a business entity declares that they have the authority to bind that entity, and their acceptance is treated as acceptance by that entity.

3.3 When registering, Customer agrees to: (a) provide accurate, current and complete information about itself; (b) maintain the security of any logins, passwords or other credentials that its Users select or that are provided to them for the use of the Eyk Service; (c) maintain and promptly update the information it provides to Eyk, and keep it accurate, current and complete; and (d) notify Eyk immediately of any unauthorised use of its account or any other breach of security by emailing support@eykdata.com.

3.4 Customer is responsible for the use of the Eyk Service by its Users and for their compliance with the Agreement.

4. Free trial

4.1 A Subscription Plan may begin with a free trial period of fourteen (14) days, unless agreed otherwise (the “Free Trial Period”).

4.2 Customer is not required to enter billing information to start the Free Trial Period, but may do so at any point during it. Customer is not charged until the Free Trial Period ends. If Customer has not provided billing information by then, it loses all access to the Eyk Service.

4.3 Eyk may modify, cancel or limit the Free Trial Period without notice at any time.

4.4 If the Free Trial Period ends without a Subscription Plan, the Agreement ends and Clause 16 of the DPA applies to the Customer Data.

5. Subscription Plan

5.1 Term

5.1.1 A Subscription Plan runs for the initial term stated in the Order or Subscription Plan. The standard term is twelve (12) months; longer terms may be agreed.

5.1.2 A Subscription Plan renews automatically for successive terms of the same length. Either Party may cancel the renewal by written notice (email suffices) received at least thirty (30) days before the end of the current term. Cancellation takes effect at the end of the current term; fees for the current term remain due and are non-refundable.

5.2 Order

Eyk and Customer may sign an Order for a Subscription Plan. An Order may be signed in counterparts and electronically. Signatures sent by electronic means, such as scanned signatures sent by email or signatures through an electronic signature service where legally permitted, count as original signatures.

5.3 Subscription changes

Customer may upgrade to any other Subscription Plan Eyk offers at any time during its term. An upgrade takes effect immediately and is charged based on the new Subscription Plan and the time remaining in the billing period. A downgrade takes effect, and is charged, from the end of the current term. Upgrades and downgrades are charged at the then-current rate on the pricing page on the Eyk website, unless agreed otherwise.

5.4 Prices, billing and payment

5.4.1 Prices exclude VAT and other taxes, which are added where applicable. Customer provides its VAT number where required.

5.4.2 All fees are stated in euros or U.S. dollars.

5.4.3 Fees are payable in advance for each billing cycle, as set out in 5.4.4, and are non-refundable, except where the Agreement expressly provides for a refund. The first billing cycle starts on the start date in the Order or, for a Subscription Plan selected in the Eyk Service, on the day after any Free Trial Period ends. Fees are invoiced or charged until the Subscription Plan is cancelled under 5.1.2. Apart from the refunds the Agreement expressly provides, there are no refunds or credits for partial periods, upgrades or downgrades, or unused months.

5.4.4 Fees are invoiced in advance for the billing period of the Subscription Plan and are payable within fourteen (14) days of the invoice date, unless paid by direct debit or card. Eyk may suspend access if an invoice is more than thirty (30) days overdue after a written reminder, and may terminate the Agreement if it is more than sixty (60) days overdue. Customer owes statutory commercial interest and reasonable collection costs on overdue amounts. Customer may not set off or withhold payment.

5.4.5 Eyk may adjust fees on each anniversary of the start of the Subscription Plan by the increase in the Dutch consumer price index (CBS CPI, all households) over the preceding twelve (12) months. Eyk may also adjust fees by a different percentage from the start of the next term, announced at least sixty (60) days before the renewal date; Customer may then cancel the renewal under 5.1.2 up to the renewal date.

5.4.6 Customer pays all fees for its Subscription Plan, any other fees for additional services it purchases, and any applicable taxes in connection with its use of the Eyk Service.

5.4.7 The amount billed for each renewal period may vary due to promotional offers (discounts for the first billing cycle do not apply to the next), changes in the Subscription Plan and changes in applicable taxes. Customer authorises Eyk to bill the corresponding amounts.

6. Data Sources and Destinations

6.1 The Eyk Service collects data from Data Sources and sends data to Destinations. Eyk selects the available Data Sources and Destinations at its sole discretion and may add, change or discontinue them at any time. Where Eyk discontinues a Data Source or Destination that Customer actively uses for a reason within Eyk's control, Eyk gives Customer reasonable advance notice.

6.2 Customer may connect Data Sources and Destinations that it owns, manages or controls, or that it has permission to connect.

6.3 The Eyk Service depends on data and APIs provided by the third-party platforms Customer connects. Eyk does not warrant the accuracy, completeness or continued availability of that data or those APIs, and is not liable if a Data Source or Destination is unavailable for reasons other than Eyk's fault.

7. Availability, support and AI functions

7.1 Eyk uses commercially reasonable efforts to make the Eyk Service available 24 hours a day, except for planned maintenance announced in advance, emergency maintenance and causes outside Eyk's reasonable control, including outages of cloud, hosting and network providers and of Data Sources and Destinations. Availability is measured and published at status.eykdata.com. Eyk does not warrant uninterrupted or error-free availability. An availability target and service credits apply only where an Order names the SLA Schedule.

7.2 Eyk provides support to Customer's Users through in-product help, email and the channels described in the documentation, on Business Days during Dutch business hours. Eyk responds to reports of unavailability or material defects with reasonable efforts to resolve them or to provide a workaround.

7.3 The Eyk Service includes AI functions that generate analyses, explanations, segments, scores and attribution results using statistical models and third-party language models listed in Eyk's published Subprocessor list. Outputs are probabilistic and may be incomplete or incorrect. Customer evaluates outputs before relying on them and remains responsible for the decisions, campaign changes and budgets it makes or automates on the basis of them. Eyk does not warrant that outputs are accurate, complete or fit for a particular decision.

8. Customer Data and confidentiality

8.1 Customer Data

8.1.1 Customer retains all rights, title and interest in Customer Data and is responsible for its accuracy and for the data its Users enter. Eyk is not responsible for Customer Data that is lost through Customer's own actions or through Data Sources and Destinations.

8.1.2 Customer grants Eyk a non-exclusive, royalty-free licence to host, copy, transmit, model and otherwise Process Customer Data for the term of the Agreement and the return and deletion period in the DPA, solely to provide, secure and support the Eyk Service in accordance with the Agreement and to create aggregated and anonymised data under 8.1.3.

8.1.3 Eyk may create and use aggregated and anonymised data derived from Customer Data for benchmarking, product improvement, training and improving its own models, analytics about the use of the Eyk Service and industry insights, as set out in Clause 14 of the DPA. Eyk does not publish benchmarks that identify Customer or allow Customer's figures to be inferred. Aggregated and anonymised data is not Customer Data, belongs to Eyk and may be retained after termination of the Agreement.

8.1.4 Customer owns the data in its Customer Environment, including the modelled data and outputs in its tables. Eyk owns the Eyk Service, including its data model and the table schemas that implement it, connectors, transformations, attribution and segmentation logic, standard analytics models and documentation, the SQL code, views, routines and scheduled queries that implement them wherever they are visible to Customer, and any improvement or custom work made to them, also where made at Customer's request or expense (together the "Eyk IP"). The Eyk IP is not Customer Data. Customer may use the table schemas to store and use its data for its own internal business purposes, also after termination of the Agreement, but may not otherwise copy, adapt, reverse engineer, disclose or make available the Eyk IP, or use it to operate or replicate the Eyk Service or comparable functionality. On termination of the Agreement, Eyk may replace views and routines that embody Eyk IP with tables containing the data they produced, provided that the data and table schemas remain intact. Customer may give its contractors, such as agencies, access to the Customer Environment for Customer's internal business purposes, provided that they are bound by written confidentiality obligations no less protective than Clause 8.2; Customer is responsible for their compliance with this Clause.

8.2 Confidentiality

8.2.1 Each Party keeps confidential all information it receives from the other Party that is designated as confidential or should reasonably be understood as such, including Customer Data, and uses it solely to perform the Agreement. Each Party may share such information with its employees, subcontractors and professional advisers who need it for that purpose and are bound by confidentiality obligations no less protective than this Clause.

8.2.2 This Clause does not apply to information that: (a) is or becomes public other than through a breach of this Clause; (b) was already known to the receiving Party without a duty of confidentiality; (c) was received from a third party without restriction; (d) was developed independently by the receiving Party; or (e) must be disclosed by law or by order of a competent authority, in which case the receiving Party informs the other Party where legally permitted.

8.2.3 This Clause applies during the Agreement and for three (3) years after its termination; for Personal Data and the Eyk IP it applies without limitation in time. The DPA prevails on the Processing of Personal Data. This Clause does not limit Eyk's rights under 8.1.3 and 9.3.

8.3 Compliance

8.3.1 Customer represents and warrants that it has all rights, consents and authorisations needed to connect its Data Sources and Destinations and to have Customer Data Processed through the Eyk Service, and that Customer Data does not infringe the rights of any third party. Customer is solely responsible for complying with the laws, agreements and other obligations that apply to Customer Data, including those on personal data and its international transfer.

8.3.2 The Eyk Data Processing Agreement applies to all Processing of Personal Data by Eyk on behalf of Customer. The Eyk privacy policy applies where Eyk processes personal data as a controller, such as account, usage, support and billing data of Customer's staff.

8.4 Restricted data

Customer shall not use the Eyk Service to process special categories of personal data within the meaning of the GDPR, personal data relating to criminal convictions and offences or full payment-card data, unless agreed in writing. Eyk may stop the processing of such data and delete it.

9. Intellectual property

9.1 Eyk's intellectual property

9.1.1 Eyk is a trademark of Eyk B.V. Customer may not use "Eyk" or any similar or related mark in a way that is likely to cause confusion, mistake or deception as to any affiliation, connection, association, origin, sponsorship, approval or endorsement by or with Eyk.

9.1.2 All individual elements of the Eyk Service and of the eykdata.com website, including the trademarks, logos, names, texts, infographics, pictures, drawings, databases and any other material included by Eyk, and the layout and design of the Eyk Service and the website, are exclusively owned by Eyk.

9.1.3 Nothing on the website, in these Terms or otherwise grants Customer a licence to use any intellectual property owned by Eyk or by any third party, except as these Terms expressly provide. Customer may not copy, modify, display, mirror, frame or otherwise use any of it without Eyk's prior explicit written consent.

9.2 Name and logo

Customer grants Eyk a non-exclusive, royalty-free, worldwide right to use Customer's name and logo in customer lists in Eyk's marketing and promotional materials. Customer may withdraw this right at any time by email; Eyk then stops new use and removes the name and logo from its website within thirty (30) days.

9.3 Feedback

Suggestions, ideas and other feedback about the Eyk Service that Customer provides to Eyk (the "Feedback") are non-confidential, and Customer grants Eyk and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use the Feedback for any purpose without compensation or attribution to Customer.

10. Use restrictions

10.1 Customer's right to use the Eyk Service is personal, limited to its internal business purposes, non-transferable, non-exclusive and subject to its compliance with the Agreement at all times, including timely payment of all applicable fees.

10.2 Without limiting 10.1, Customer and its Users will not: (a) access content or data not intended for them, or log on to a server or account they are not authorised to access; (b) probe, scan or test the vulnerability of the Eyk Service or any associated system or network, or breach security or authentication measures, without proper authorisation; (c) interfere or attempt to interfere with service to any user, host or network, including by submitting a virus, overloading, "flooding", "spamming", "mail bombing" or "crashing"; (d) use the Eyk Service to upload, host or transmit unsolicited email, SMS messages, worms, Trojan horses or code of a destructive nature, or promotions or advertisements for products or services; or (e) modify, reverse engineer, decompile, disassemble or otherwise reduce to a human-perceivable form any of the source code Eyk uses to provide the Eyk Service, or attempt to do so, except to the extent mandatory law permits this. Any violation of system or network security may result in civil or criminal liability.

11. Customer responsibilities

11.1 Customer ensures that the information it provides to Eyk about itself is valid at all times, and keeps it accurate and up to date.

11.2 Customer will not transfer its account to anyone without Eyk's prior written permission.

11.3 Customer will not use the Eyk Service for any unlawful purpose or activity, including fraud, embezzlement, money laundering or any other activity prohibited by law or the Agreement.

11.4 Customer will not use the Eyk Service in a country where applicable law prohibits such use.

12. Warranties

12.1 Eyk provides the Eyk Service with reasonable skill and care and in compliance with the DPA.

12.2 Apart from 12.1, and to the maximum extent permitted by law, Eyk provides the Eyk Service "as is" and disclaims all other warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement. Eyk does not warrant that the Eyk Service will meet Customer's requirements, that its operation will be uninterrupted, timely, or free of viruses or errors, or that data displayed by it will be accurate or reliable.

13. Liability

13.1 Eyk's total aggregate liability for all claims arising out of or in connection with the Agreement, whether in contract, tort or otherwise, is limited to the fees paid by Customer for the Eyk Service in the twelve (12) months preceding the first event giving rise to liability. Liability under the DPA counts towards this limit and does not add to it.

13.2 Eyk is not liable for indirect or consequential damages, including loss of profit, revenue, business, goodwill, anticipated savings, business interruption or loss or corruption of data (other than the reasonable cost of restoring data from Eyk's backups), or for damage resulting from decisions Customer takes on the

basis of outputs of the Eyk Service, from data or interfaces supplied by third-party platforms, or from Customer's own configuration of consent, Data Sources, Destinations and User permissions.

13.3 The limitations in this Clause do not apply to damage caused by intent or deliberate recklessness of Eyk's management, or where liability cannot be limited under mandatory law.

13.4 Liability arises only after Customer has given Eyk written notice of default and a reasonable period to cure, where cure is possible. Claims lapse twelve (12) months after Customer became aware of the damage.

13.5 The limitations in this Clause also apply for the benefit of Eyk's affiliates, directors, employees and suppliers.

14. Links and third-party content

Eyk is not responsible for third-party websites or content linked from or accessible through the Eyk Service, and the Agreement does not govern their use.

15. Indemnity

15.1 Customer indemnifies Eyk against third-party claims, including claims of Data Subjects and fines of Supervisory Authorities, arising from Customer Data, Customer's instructions, the absence of a lawful basis or transparency towards Data Subjects, Customer's consent configuration, or use of the Eyk Service in breach of the Agreement, except to the extent caused by Eyk's breach.

15.2 Eyk indemnifies Customer against third-party claims that the Eyk Service, as provided by Eyk and used in accordance with the Agreement, infringes the intellectual property rights of that third party, provided that Customer notifies Eyk promptly, gives Eyk sole control of the defence and settlement and cooperates reasonably. This indemnity does not apply to claims arising from Customer Data, Data Sources, Destinations, third-party platforms or models, or modifications or combinations not made by Eyk. Eyk may modify or replace the affected part of the Eyk Service or obtain a licence for it or, if neither is reasonably possible, terminate the affected part and refund prepaid fees for the unused period. This Clause states Eyk's entire liability for infringement of intellectual property rights and is subject to Clause 13.

16. Suspension and termination

16.1 Either Party may terminate the Agreement with immediate effect by written notice if the other Party materially breaches the Agreement and fails to cure the breach within thirty (30) days of written notice, or becomes insolvent, is granted a suspension of payments or ceases its business. Eyk may also terminate with immediate effect for the breaches listed in 16.3 where cure is not reasonably possible.

16.2 Neither Party may terminate the Agreement before the end of the current term, except as the Agreement expressly provides. To the extent the Agreement qualifies as a contract for services (overeenkomst van opdracht), Articles 7:404, 7:407(2) and 7:408 of the Dutch Civil Code do not apply. Eyk may discontinue a Subscription Plan for all its customers by giving at least sixty (60) days' written notice; where the discontinuation takes effect before the end of Customer's current term, Eyk either migrates Customer to an equivalent plan or refunds prepaid fees for the unused period.

16.3 Eyk may suspend access to all or part of the Eyk Service, after notice where reasonably possible, if: (a) Customer is in payment default under 5.4.4; (b) Customer or a User breaches Clause 8.4, 10.2 or 11; (c) Customer's use threatens the security, integrity or availability of the Eyk Service or other customers; or (d) a legal requirement or an instruction under the DPA requires it. Eyk limits the suspension to what is necessary and lifts it once the ground has been removed. Fees remain payable during a suspension caused by Customer.

16.4 On termination, Customer's right to use the Eyk Service ends and all outstanding fees become due. Where Customer terminates under 16.1 for Eyk's uncured breach, Eyk refunds prepaid fees for the unused period. Return and deletion of Customer Data, the export window and credential revocation are governed by Clause 16 of the DPA. Clauses that by their nature survive termination, including 5.4, 8.1.2, 8.1.3, 8.1.4, 8.2, 9, 13, 15, 16.5, 17 and 18, remain in force.

16.5 Where Eyk agrees to an early exit by Customer, fees for the remainder of the term remain due, and any discount granted on the condition of the full term becomes payable. This does not apply where Customer exercises a termination right under the Agreement.

17. General

17.1 If a court of competent jurisdiction finds any provision of the Agreement unenforceable, all other provisions remain in full force and effect. No waiver of any breach of any provision of the Agreement is a waiver of any prior, concurrent or subsequent breach of the same or any other provision, and no waiver is effective unless made in writing and signed by an authorised representative of the waiving Party.

17.2 Eyk may assign or delegate some or all of its rights and obligations under the Agreement to a third party at its sole discretion, including in a sale of its business, and Customer gives its cooperation to such a transfer in advance.

17.3 Customer may not assign or delegate any of its rights and obligations under the Agreement without Eyk's written consent.

17.4 Neither Party is liable for a failure to perform caused by circumstances beyond its reasonable control, including outages or changes of third-party platforms, cloud or network providers, cyber-attacks not caused by that Party's failure to maintain appropriate security, government measures and strikes. Payment obligations are not excused, and a lack of funds is not such a circumstance. If the circumstance lasts more than sixty (60) days, either Party may terminate the affected Subscription Plan by written notice without compensation, and Eyk refunds prepaid fees for the period after termination.

17.5 The Agreement is the entire agreement between the Parties on its subject and replaces all earlier proposals, presentations, statements and agreements, written or oral. Customer has not relied on any statement that is not in the Agreement.

17.6 Eyk sends notices to the email address Customer registered for its account or to the contact named in an Order. Customer sends legal notices, such as notices of breach, cancellation or termination, to legal@eykdata.com, and other messages to support@eykdata.com. Notices by email count as written notices.

18. Governing law and jurisdiction

18.1 The Agreement is governed exclusively by the laws of the Netherlands. Articles 6:227b(1) and 6:227c of the Dutch Civil Code do not apply.

18.2 The Parties first try to settle any dispute, controversy or claim arising out of or in connection with the Eyk Service or the Agreement, including its breach, termination or validity, by negotiation. Customer first contacts Eyk at legal@eykdata.com to do so. If no agreement is reached within thirty (30) Business Days, either Party may submit the dispute to the competent court in Rotterdam, the Netherlands. This negotiation period does not apply to the collection of unpaid fees. Either Party may seek interim relief from the competent court at any time.

19. Changes to these Terms

Eyk may amend these Terms to reflect changes in law, in the Eyk Service or in its business. Eyk notifies Customer by email at least thirty (30) days before an amendment takes effect and publishes the amended Terms with a version date. Where an amendment materially reduces Customer's rights, Customer may terminate the Agreement by written notice before the effective date; otherwise the amended Terms apply from that date. Amendments that are minor, required by law or favourable to Customer may take effect immediately on publication.

20. Contact

Questions about the Agreement can be sent to legal@eykdata.com.