HYPERW

HyperW Online Subscription Terms

Melya Holding B.V., trading as HyperW · English, binding version

Version 1.0 of 7 October 2026. These Subscription Terms govern the use of the Services by a business customer that signs up online. Together with the Order Confirmation and the Annexes, they form the Agreement. The version that applies to the Customer is the version it accepted at Signup, as changed under article 17.

1. Application

1.1 These Subscription Terms apply to every Agreement concluded through HyperW's online Signup, and to the use of the Services under that Agreement.

1.2 The supplier is Melya Holding B.V., trading as HyperW ("HyperW"), established in Papendrecht, the Netherlands, and registered with the Dutch Chamber of Commerce (Kamer van Koophandel) under number 51872587.

1.3 The Customer's general terms and conditions do not apply. HyperW expressly rejects them.

1.4 If the Customer has signed an Order Form with HyperW, that Order Form and HyperW's Hoofdvoorwaarden govern the Services covered by it, and these Subscription Terms do not.

2. Definitions

Capitalised terms have the following meanings.

- **Account**: the Customer's access to the Admin Panel, held in the Customer's name and secured with login credentials.
- **Admin Panel**: the secure management environment of the Service, where the Customer configures the Service and views reports.
- **Agreement**: the agreement between HyperW and the Customer, consisting of these Subscription Terms, the Order Confirmation and the Annexes.
- **Authorised Customer Domain(s)**: the website(s) operated by the Customer that the Customer enters at Signup or later in the Admin Panel, from which Visitors are referred to the Service and on the basis of which the Knowledge Base is generated.
- **Billing Period**: the period for which the Subscription Fee is invoiced in advance each time, being one month or one year, as chosen at Signup.
- **Business Day**: a day other than a Saturday, a Sunday or a public holiday in the Netherlands.
- **Customer**: the business or organisation that concludes an Agreement with HyperW through the Signup.
- **Customer Data**: data submitted, generated or made available by or on behalf of the Customer through the Services, including the Knowledge Base, brand assets and Customer Personal Data.
- **Customer Personal Data**: Personal Data that HyperW processes on behalf of the Customer in providing the Services.

- **DPA**: HyperW's Data Processing Addendum (verwerkersovereenkomst), version 3.4, online edition, included as Annex 1 and published at https://www.hyperw.net/legal/hyperw-dpa-3.4-online.pdf, as changed under article 17.4.
- **Effective Date**: the moment the Customer accepts these Subscription Terms and the DPA at Signup.
- **GDPR**: Regulation (EU) 2016/679 of the European Parliament and of the Council.
- **Go-Live Date**: the moment the Service is published and accessible at the Service Address.
- **Intellectual Property Rights**: patents, trademarks, copyright, database rights, design rights, trade secrets, know-how and all other intellectual property rights, registered or not, anywhere in the world.
- **Knowledge Base**: the structured representation of the Customer's products, services, value propositions, customer references and pricing language, which HyperW generates and uses as input for the Services.
- **Order Confirmation**: the e-mail confirming the chosen Plan, the Subscription Fee, the Billing Period and the Trial Period, which HyperW sends after the Signup and after each change of Plan.
- **Payment Service**: the third-party service HyperW uses for checkout and payment collection, currently Stripe.
- **Personal Data**: has the meaning given to it in the GDPR.
- **Plan**: the subscription the Customer chooses at Signup or later in the Admin Panel, such as Launch, Growth or Scale, with the features and limits listed on the Pricing Page at the time of the choice.
- **Pricing Page**: the page www.hyperw.net/pricing listing the available Plans, their features, limits and prices.
- **Service Address**: the URL at which the Service is made available to Visitors, being the subdomain of hyperw.net assigned to the Customer at Signup or, where the Plan allows it, a domain of the Customer's own that the Customer has set up.
- **Services**: the HyperW subscription platform and related services as described in Annex 2, subject to the Plan.
- **Signup**: HyperW's online signup process, in which the Customer creates an Account, chooses a Plan and accepts these Subscription Terms and the DPA.
- **Subscription Fee**: the recurring fee for the Plan, as stated in the Order Confirmation.
- **Trial Period**: the free period of fourteen (14) calendar days referred to in article 6.
- **Visitor**: an end user who reaches the Service Address from the Authorised Customer Domain(s) or through the Customer's marketing channels.

3. Conclusion of the Agreement and business use

3.1 **Conclusion.** The Agreement is concluded once the Customer has (a) completed the Signup, (b) confirmed the e-mail address of the Account, and (c) accepted these Subscription Terms and the DPA by ticking the dedicated box, which is not pre-ticked, and completing the Signup. HyperW confirms the conclusion of the Agreement with the Order Confirmation.

3.2 **Business use only.** The Services are intended exclusively for businesses and organisations established in a member state of the European Union. Whoever completes the Signup declares that they act in the course of a profession or business on behalf of the Customer and are authorised to bind the Customer. A consumer cannot conclude an Agreement.

3.3 **Accurate information.** At Signup the Customer provides accurate and complete company details, including its registered name, address, Chamber of Commerce or VAT number and a contact person, and keeps them up to date in the Admin Panel.

3.4 **Refusal and verification.** HyperW may refuse a Signup without giving reasons, ask for additional verification, or terminate the Agreement with immediate effect during the Trial Period, in particular where misuse, fraud, inaccurate information or use contrary to article 7 is suspected. A termination during the Trial Period does not result in any costs for the Customer.

3.5 **Evidence.** HyperW's electronic record of the Signup and the acceptance (the version of the accepted documents, the time and the Account) constitutes evidence between the parties, subject to proof to the contrary (behoudens tegenbewijs).

3.6 **Electronic contracting.** To the extent the law permits this between professional parties, the parties deviate from article 6:227b paragraph 1 and article 6:227c of the Dutch Civil Code (Burgerlijk Wetboek).

4. Services

4.1 **Grant of the subscription.** HyperW grants the Customer a non-exclusive, non-transferable, non-sublicensable right to use the Service for the term of the Agreement, solely for the Customer's internal business purposes, at the Service Address and in connection with the Authorised Customer Domain(s).

4.2 **Scope and limits.** The Services comprise the features and limits of the Plan as listed on the Pricing Page on the Effective Date or at the time of a later change of Plan, and as described in Annex 2. If the Customer structurally exceeds a limit of its Plan, HyperW may, after at least seven (7) days' notice, restrict use to that limit or propose a suitable Plan to the Customer.

4.3 **Updates and changes.** HyperW may update, improve or change the Service from time to time. The following notice regime applies:

(a) **Standard notice.** For any planned update or change that may affect the functionality, configuration or operation of the Service, HyperW gives the Customer at least forty-eight (48) hours' notice by e-mail to the e-mail address of the Account or by a notice in the Admin Panel, except where article 4.3(b) applies.

(b) **Immediate regulatory updates.** If HyperW reasonably determines that an immediate update or change is necessary to comply with applicable law (including the EU Data Act, the EU Cyber Resilience Act, the GDPR, the EU AI Act, the Digital Services Act or any other regulation, directive, regulatory guidance or order applicable to HyperW or the Service), HyperW may implement the update without observing the forty-eight (48) hour notice period. HyperW informs the Customer as soon as reasonably possible, with a short description of the update and its regulatory basis.

(c) **No material degradation.** HyperW uses reasonable efforts not to materially degrade the functionality of a Service included in the Plan. If a change would materially reduce functionality other than as required under article 4.3(b), HyperW gives the Customer at least thirty (30) days' notice, and the Customer may terminate the Agreement without penalty, with a refund of the prepaid, unused part of the Subscription Fee.

4.4 **Availability.** HyperW aims for a monthly availability of 99.5% for the Services, measured per calendar month, excluding scheduled maintenance windows announced at least 48 hours in advance and events caused by the Customer, by third parties beyond HyperW's control or by force majeure. This availability target does not apply during the Trial Period.

4.5 **Account and security.** The Customer keeps the Account's login credentials confidential, uses two-step verification where HyperW offers it, and reports suspected misuse of the Account without delay to office@hyperw.net. The Customer is responsible for all actions taken through the Account. HyperW may temporarily block access to the Account if misuse is reasonably suspected, and informs the Customer as soon as possible.

5. Onboarding

5.1 **Automated deployment.** After the Signup, HyperW automatically generates a Knowledge Base from the Authorised Customer Domain(s) and publishes the Service with default settings at the Service Address, normally within one (1) hour.

5.2 **Right to the Customer domains.** The Customer declares that it owns the Authorised Customer Domain(s) it enters, or is authorised by the owner, and that it is entitled to have HyperW read and process the content published on them for the Services. HyperW may refuse a domain or stop the Service for it if this declaration proves incorrect.

5.3 **Refinement by the Customer.** The Customer reviews the Knowledge Base and the default settings and may adjust them at any time in the Admin Panel, within the limits of the Plan. HyperW is not obliged to verify the accuracy of the Knowledge Base.

5.4 **Go-live.** HyperW confirms the go-live by e-mail or in the Admin Panel. The Service is deemed live upon that confirmation.

6. Trial Period

6.1 **Free trial.** A new Customer has a free Trial Period of fourteen (14) calendar days from the Effective Date. HyperW may limit features or volumes during the Trial Period, as stated on the Pricing Page.

6.2 **Payment method.** At Signup the Customer provides a payment method through the Payment Service. HyperW charges nothing during the Trial Period.

6.3 **Conversion to a paid Plan.** Unless the Customer cancels before the end of the Trial Period in the Admin Panel or by e-mail to office@hyperw.net, the Agreement converts into the chosen paid Plan when the Trial Period ends, and the first Subscription Fee is collected through the Payment Service. HyperW reminds the Customer of this by e-mail no later than three (3) days before the end of the Trial Period.

6.4 **Cancellation during the Trial Period.** If the Customer cancels during the Trial Period, the Agreement ends at no cost at the end of the Trial Period. HyperW makes the Customer Data available for export on request and then deletes it in accordance with article 9.5.

6.5 **One Trial Period per business.** A Trial Period is available once per business. HyperW may refuse a further Trial Period, including where the Customer signs up under a different name, e-mail address or Account.

6.6 **Trial as is.** During the Trial Period the Service is provided as is, without the warranties referred to in article 13.2 and subject to the limitation of liability in article 14.3. The Trial Period is intended for evaluating the Service; the Customer does not use the Service for business-critical purposes during the Trial Period.

7. Customer obligations and acceptable use

7.1 **Authorised use.** The Customer uses the Services only as permitted under the Agreement and applicable law. The Customer is responsible for the conduct of its staff and of third parties who access the Services on the Customer's behalf.

7.2 **Prohibited use.** The Customer shall not (a) sell, resell, sublicense or rent out the Services, except where the Plan expressly allows it; (b) attempt to reverse-engineer, decompile or derive the source code of the Services, except to the extent mandatory law allows it; (c) use the Services to develop a competing product or service; (d) use the Services in a way that infringes the rights of a third party or breaches applicable law; (e) use the Services to process Personal Data without a lawful basis under the GDPR; (f) use the Services to send, or have sent, unsolicited commercial communications in breach of applicable

law; (g) circumvent, test or disrupt the security, limits or access controls of the Services, or generate artificial traffic that is not genuine Visitor traffic; (h) publish content through the Services that is unlawful, misleading or discriminatory.

7.3 **The Customer's role regarding Visitor data.** The Customer is the controller of the Personal Data of Visitors and of the recipients of its campaigns. The Customer ensures a lawful basis and its own privacy statement, to which the Service refers, and uses the Service's consent mechanism as HyperW provides it. The Customer leaves intact the consent notice and the statement that content is personalised by AI.

7.4 **Campaigns and contact lists.** HyperW does not send messages on the Customer's behalf. The Customer distributes campaign links through its own channels and is solely responsible for its contact lists, their origin and the lawful basis for contacting the recipients. When the Customer creates personal links in bulk, it confirms the origin of the data as the Service asks.

7.5 **Cooperation.** The Customer provides reasonable cooperation where its input is needed for onboarding, optimisation or problem-solving, and responds to HyperW's reasonable requests within five (5) Business Days.

7.6 **Accuracy of Customer Data.** The Customer is responsible for the accuracy, lawfulness and quality of all Customer Data provided to the Services. HyperW is not obliged to verify the accuracy of Customer Data.

7.7 **Suspension for breach.** If the Customer acts in breach of this article 7, HyperW may, after notice, suspend the Service or the Account in whole or in part until the breach has ended. In the event of serious misuse or a direct risk to the Service, other customers or third parties, HyperW may do so immediately and informs the Customer as soon as possible afterwards.

8. Fees and payment

8.1 **Subscription Fee.** The Customer pays the Subscription Fee stated in the Order Confirmation, in advance for each Billing Period. The Payment Service collects the Subscription Fee automatically from the payment method provided; the Customer authorises HyperW and the Payment Service to do so.

8.2 **Annual prepayment.** If the Customer chooses an annual Billing Period, the discount stated on the Pricing Page and in the Order Confirmation applies.

8.3 **Invoices.** HyperW makes invoices available electronically in the Admin Panel or by e-mail.

8.4 **Taxes.** All fees are exclusive of VAT and any other applicable taxes, which the Customer pays in addition where due. Where the law allows it, VAT is reverse-charged to a Customer with a valid VAT number in another member state of the European Union.

8.5 **Failed payment.** If the Subscription Fee cannot be collected, the Payment Service retries and HyperW notifies the Customer. If payment has still not been made seven (7) days after that notice, HyperW may suspend the Services until payment is received and charge the statutory commercial interest (wettelijke handelsrente) under article 6:119a of the Dutch Civil Code.

8.6 **Disputed amounts.** The Customer reports a disputed amount, with reasonable substantiation, to office@hyperw.net within ten (10) Business Days of the invoice date. Undisputed amounts remain payable on the original due date.

8.7 **Price changes.** HyperW may change the Subscription Fee by giving at least sixty (60) days' notice. An increase takes effect from the first Billing Period after that notice period and, for an annual Billing Period, no earlier than the next renewal date. The Customer may terminate free of charge until the date the increase takes effect.

8.8 **Change of Plan.** An upgrade to a higher Plan takes effect immediately; the difference for the current Billing Period is charged pro rata. A downgrade to a lower Plan takes effect from the next Billing Period. Features not included in the lower Plan are then deactivated; the Customer Data is retained.

8.9 **No refunds.** Subscription Fees paid are not refunded, except as expressly provided in articles 4.3(c), 9.3 and 9.4.

9. Term, renewal and termination

9.1 **Term.** The Agreement starts on the Effective Date. After the Trial Period it runs per Billing Period and is renewed automatically for one Billing Period each time.

9.2 **Termination by the Customer.** The Customer may terminate the Agreement at any time in the Admin Panel or by e-mail to office@hyperw.net, with effect from the end of the current Billing Period. The Subscription Fee for the current Billing Period is not refunded.

9.3 **Termination by HyperW.** HyperW may terminate the Agreement by giving at least thirty (30) days' notice, with effect from the end of a Billing Period. If HyperW chooses an earlier effective date, it refunds the prepaid, unused part of the Subscription Fee pro rata.

9.4 **Termination for breach.** Either party may terminate the Agreement with immediate effect in writing if the other party (a) materially fails to perform the Agreement and does not remedy that failure within thirty (30) days of a written notice of default (ingebrekestelling); (b) becomes insolvent, applies for a suspension of payments (surseance van betaling) or is declared bankrupt; or (c) ceases its business. If the Customer terminates because of a breach by HyperW, HyperW refunds the prepaid, unused part of the Subscription Fee pro rata.

9.5 **Effects of termination.** On termination of the Agreement (a) the Customer's right to use the Services ends; (b) each party returns or destroys the other party's Confidential Information on request, except where retention is required by law; (c) the Customer remains liable for Subscription Fees accrued up to the date the termination takes effect; (d) at the Customer's request, made within thirty (30) days of termination, HyperW makes the Customer Data available for export in a common format and then deletes it from its active systems within ninety (90) days, subject to the backup retention cycles described in the DPA.

For the avoidance of doubt: the return and deletion obligation in article 9.5(d) applies only to Customer Data as defined in article 2. It expressly does not apply to Aggregated and Anonymised Data, Derived Intelligence or any other data, models, rubrics, prompts or learnings derived from the operation of the Services that belong to HyperW under articles 10.5 to 10.7. HyperW retains that data and intelligence perpetually and in anonymised form.

9.6 **Survival.** Provisions that by their nature survive termination, including articles 9.5 (effects of termination), 10 (intellectual property, trade secrets and data rights), 11 (confidentiality), 12 (data protection), 13 (warranties), 14 (liability), 15 (indemnities) and 18 (general), remain in force after termination. HyperW's perpetual and irrevocable rights under article 10.5(g) expressly survive.

10. Intellectual property, trade secrets and data rights

10.1 **HyperW's IP.** All Intellectual Property Rights in and to the Services, including the platform, the source code, the infrastructure architecture, machine learning models, prompts, prompt-engineering methodology, scoring rubrics, scoring logic, playbook variants, generated templates, content generation pipelines, intent calibration models, industry override rules, the Knowledge Base extraction pipeline, and

all improvements, derivatives, modifications or extensions made by HyperW, remain the exclusive property of HyperW. Nothing in the Agreement transfers any Intellectual Property Right in the Services to the Customer.

10.2 **The Customer's IP.** The Customer retains all Intellectual Property Rights in the Customer Data and in all content, branding or material the Customer provides to HyperW. The Customer grants HyperW a non-exclusive, royalty-free, worldwide licence to use the Customer Data solely to provide the Services and to perform HyperW's obligations under the Agreement, subject to the additional rights granted under article 10.5 with respect to Aggregated and Anonymised Data.

10.3 **Generated Output.** AI-generated content (including personalised headlines, body copy, playbook variants and question sets for assessments) produced by the Service using Customer Data and displayed at the Service Address or integrated into the Authorised Customer Domain(s) is licensed to the Customer on a non-exclusive, perpetual, royalty-free basis for use at the Service Address and in connection with the Authorised Customer Domain(s). HyperW retains ownership of the underlying generation logic, prompts, scoring rubrics, the aggregated learnings derived from producing such content, and all reusable patterns or template structures recognisable in the output.

10.4 **Feedback.** If the Customer provides feedback, suggestions, ideas or proposed improvements regarding the Services, HyperW may use that feedback without restriction or obligation to the Customer, and all Intellectual Property Rights arising from implementing it vest in HyperW.

10.5 **Aggregated and Anonymised Data; cross-customer intelligence.** The Customer acknowledges and agrees that:

(a) the Services generate a substantial amount of operational, behavioural and content performance data across all HyperW customers, including anonymised visitor behaviour signals, conversion rates across industries and verticals, content engagement patterns, intent score distributions, playbook performance metrics, assessment completion rates, and the relative effectiveness of variants across industry, role and intent cohorts;

(b) HyperW has the right, during and after the term of the Agreement, to aggregate, anonymise, statistically process and combine with data of other customers the Customer Data and the data observed in operating the Service in connection with the Authorised Customer Domain(s) and at the Service Address, and otherwise to derive insights from it (the resulting data: Aggregated and Anonymised Data);

(c) Aggregated and Anonymised Data is anonymised in accordance with the EDPB guidelines on anonymisation, such that no individual data subject, no individual HyperW customer and no individual Authorised Customer Domain or Service Address is identifiable or reasonably re-identifiable by means reasonably likely to be used;

(d) HyperW owns all rights, title and interest in and to Aggregated and Anonymised Data and in all insights, statistical models, scoring rubric refinements, prompt refinements, playbook variant calibrations, industry override rules and trained model weights derived from it (together: Derived Intelligence), and the Customer assigns to HyperW, with effect from their creation, all Intellectual Property Rights in Derived Intelligence to the extent such rights would otherwise vest in the Customer;

(e) HyperW may use, reproduce, modify, sublicense and otherwise commercially exploit Aggregated and Anonymised Data and Derived Intelligence for any purpose, including operating and improving the Services for all customers, training and refining models, benchmarking, publishing aggregated industry reports, product development and marketing, in each case subject to the anonymisation standards in article 10.5(c);

(f) the Customer has no right to receive, license or inspect Aggregated and Anonymised Data or Derived Intelligence, except to the extent HyperW voluntarily makes benchmarking or aggregated insights available through the interface of the Service from time to time;

(g) the rights granted to HyperW under this article 10.5 are perpetual and irrevocable and survive termination of the Agreement.

10.6 **Trade secrets.** The prompts, scoring rubrics, playbook variants, calibration models, industry override rules, content generation pipelines and Derived Intelligence used by the Services constitute HyperW's trade secrets within the meaning of Directive (EU) 2016/943 and the Dutch Trade Secrets Protection Act (Wet bescherming bedrijfsgeheimen). The Customer treats all such information it accesses through use of the Services as Confidential Information under article 11 and shall not attempt to extract, replicate or reverse-engineer any of it.

10.7 **Sui generis database right.** To the extent any sui generis database right within the meaning of Directive 96/9/EC and the Dutch Databases Act (Databankenwet) exists or comes into existence in the dataset of Aggregated and Anonymised Data or Derived Intelligence built up across all customers through the operation of the Services, that database right vests exclusively in HyperW as the maker of the database. The Customer acknowledges that the substantial investment in obtaining, verifying and presenting the contents of that database is made by HyperW, not by any individual customer.

10.8 **Distinction between customer outputs and cross-customer intelligence.** This article 10 distinguishes between (i) the personalised content shown to Visitors during the term at the Service Address or through integration into the Authorised Customer Domain(s), which is licensed to the Customer under article 10.3, and (ii) the underlying intelligence and learnings that improve the Service across all customers, which are owned exclusively by HyperW under articles 10.5 to 10.7. No use of the Service gives the Customer ownership of the latter.

11. Confidentiality

11.1 **Definition.** Confidential Information is information provided by one party (the Disclosing Party) to the other party (the Receiving Party), in any form, that is marked as confidential or that a reasonable person would understand to be confidential. Confidential Information includes Customer Data and non-public technical and business plans and product roadmaps.

11.2 **Obligations.** The Receiving Party shall (a) use Confidential Information solely to perform its obligations or exercise its rights under the Agreement; (b) protect Confidential Information with the same degree of care it uses for its own information of similar sensitivity, and in no event with less than reasonable care; (c) not disclose Confidential Information to third parties other than its staff, advisers or subcontractors who need to know it and who are bound by confidentiality obligations no less protective than those in this article.

11.3 **Exceptions.** Article 11.2 does not apply to information that (a) is or becomes publicly known without breach of the Agreement; (b) was known to the Receiving Party before disclosure, free of any confidentiality obligation; (c) was independently developed by the Receiving Party without reference to the Confidential Information; or (d) was lawfully received from a third party not bound by a confidentiality obligation.

11.4 **Compelled disclosure.** The Receiving Party may disclose Confidential Information to the extent required by law or by an order of a competent court, provided that (where legally permitted) it gives the Disclosing Party timely prior written notice and reasonable cooperation in obtaining a protective measure.

11.5 **Duration.** The obligations in this article 11 apply during the term of the Agreement and for five (5) years after its termination, except for trade secrets, which are protected for as long as they qualify as trade secrets under applicable law.

12. Data protection

12.1 **Roles.** In providing the Services, HyperW acts as processor of Customer Personal Data on behalf of the Customer, which acts as controller. The terms of this processing are set out in the DPA (Annex 1), which the Customer accepts at Signup and which forms part of the Agreement without signature. For the purposes of the DPA, the Agreement is the Main Agreement referred to in the DPA.

12.2 **Sub-processors.** The list of sub-processors and the procedure for changing them are set out in the DPA.

12.3 **Conflict.** In the event of a conflict between the Agreement and the DPA regarding the processing of Personal Data, the DPA prevails.

12.4 **Cooperation.** Each party provides reasonable cooperation in meeting its obligations under applicable data protection law, including with requests from data subjects, enquiries from supervisory authorities and security incidents.

12.5 **Data about the Customer itself.** HyperW processes the personal data of the Customer's contact persons and Account users as controller, in accordance with HyperW's privacy statement at https://www.hyperw.net/privacy. Questions and requests about data protection are sent to privacy@hyperw.net.

13. Warranties and disclaimers

13.1 **Mutual warranties.** Each party warrants that it has the authority to enter into and perform the Agreement and that doing so does not breach any obligation towards a third party.

13.2 **HyperW's warranty.** HyperW warrants that the Services will be performed with reasonable skill and care and in accordance with the description in Annex 2. If the Services do not meet this warranty, the Customer's exclusive remedy and HyperW's entire liability are limited to re-performing the non-conforming Services or, if HyperW cannot do so within a reasonable period, refunding the pro rata portion of the Subscription Fee paid for the non-conforming Services.

13.3 **Disclaimer.** Except as expressly set out in the Agreement, the Services are provided as is. HyperW disclaims all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy of AI-generated content or non-infringement. HyperW does not warrant that the Services will be uninterrupted or error-free, or that they will achieve any particular commercial result.

14. Limitation of liability

14.1 **Excluded damage.** To the extent permitted by law, neither party is liable to the other for any indirect, consequential, special or incidental damage, including loss of profit, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings, or loss of or damage to data, however arising, whether in contract, tort (including negligence) or otherwise.

14.2 **Cap.** Subject to article 14.4, each party's total aggregate liability under or in connection with the Agreement is limited to an amount equal to the total Subscription Fees paid or payable by the Customer in the twelve (12) months immediately preceding the event giving rise to the claim.

14.3 **Trial Period.** Subject to article 14.4, HyperW's total liability for events during the Trial Period is limited to one hundred euros (EUR 100).

14.4 **Unlimited liability.** Nothing in the Agreement limits or excludes a party's liability for (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) intent or deliberate recklessness (opzet of bewuste roekeloosheid); or (d) any liability that cannot be limited or excluded under applicable law.

14.5 **Allocation.** The parties acknowledge that the limitations and exclusions in this article 14 represent a reasonable allocation of risk, taking into account the Subscription Fee paid for the Services.

15. Indemnities

15.1 **Indemnity by HyperW.** HyperW defends the Customer against any third-party claim alleging that the Customer's authorised use of the Services in accordance with the Agreement infringes that third party's Intellectual Property Rights, and indemnifies the Customer against damages and reasonable costs finally awarded by a competent court or agreed in a settlement, provided that the Customer (a) notifies HyperW of the claim without delay; (b) gives HyperW sole control of the defence and settlement; and (c) provides reasonable cooperation at HyperW's expense.

15.2 **HyperW's remedies.** If the Services become, or in HyperW's reasonable opinion are likely to become, the subject of an infringement claim, HyperW may at its option (a) procure for the Customer the right to continue using the Services; (b) modify the Services so that they are non-infringing while substantially preserving functionality; or (c) terminate the affected Services and refund prepaid fees for the period after termination.

15.3 **Exceptions.** HyperW has no obligation under article 15.1 for any claim arising from (a) Customer Data; (b) use of the Services in combination with a product, service or content not supplied by HyperW, where the infringement would not have occurred without that combination; (c) a modification of the Services not made by HyperW; or (d) use of the Services after HyperW has asked the Customer to stop that use to avoid infringement.

15.4 **Indemnity by the Customer.** The Customer indemnifies HyperW against any third-party claim and resulting damages and reasonable costs to the extent arising from (a) Customer Data; (b) the Customer's breach of article 7; or (c) the Customer's processing of Personal Data outside the lawful basis or scope set out in the DPA.

15.5 **Sole remedy.** This article 15 is each party's sole and exclusive remedy for third-party claims of infringement of Intellectual Property Rights under the Agreement.

16. Force majeure

Neither party is liable for any failure or delay in performing its obligations (other than payment obligations) to the extent caused by circumstances beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, pandemics, government measures, labour disputes, internet or telecommunications failures, or failures of supplying service providers. The affected party gives written notice without delay and uses reasonable efforts to mitigate the effects. If a force majeure situation lasts longer than sixty (60) consecutive days, either party may terminate the Agreement in writing without liability for the force majeure situation.

17. Changes to these Subscription Terms

17.1 **Right to change and notice.** HyperW may change these Subscription Terms and Annex 2. HyperW announces a change at least thirty (30) days before it takes effect, by e-mail to the e-mail address of the Account and in the Admin Panel, with an overview of what changes.

17.2 **Right to terminate on an adverse change.** If a change is materially adverse to the Customer, the Customer may terminate the Agreement free of charge until the date the change takes effect, with a refund of the prepaid, unused part of the Subscription Fee. If the Customer does not terminate, the change applies from its effective date.

17.3 **Shorter notice.** A change that is necessary to comply with applicable law, or that is solely to the Customer's benefit, may take effect with shorter notice or immediately.

17.4 **DPA.** A change to the DPA, including a change of sub-processors, follows the procedure set out in the DPA.

17.5 **Versions.** HyperW may ask the Customer to expressly accept a new version in the Admin Panel. HyperW keeps earlier versions available at https://www.hyperw.net/legal and records for each Customer which version was accepted and when.

18. General

18.1 **Governing law.** The Agreement is governed by Dutch law, excluding its rules of private international law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18.2 **Jurisdiction.** The competent court in Rotterdam, the Netherlands, has exclusive jurisdiction over any dispute arising out of or in connection with the Agreement. Each party retains the right to seek interim relief from a competent court.

18.3 **Notices.** Notices under the Agreement are sent by e-mail: by HyperW to the e-mail address of the Account, by the Customer to office@hyperw.net. A notice is deemed received on the next Business Day after sending. The Customer keeps the e-mail address of the Account up to date.

18.4 **Assignment and transfer of contract to HyperW B.V.** Neither party may assign the Agreement without the other party's prior written consent, which shall not be unreasonably withheld, except as set out in this article 18.4. HyperW may assign the Agreement to an affiliated company or to a successor in connection with a merger, acquisition, reorganisation or sale of substantially all of its assets, with written notice to the Customer.

The Customer specifically acknowledges and consents in advance to the following intended transaction: Melya Holding B.V. intends to incorporate HyperW B.V. as a wholly owned subsidiary and to transfer the HyperW business, including the Services and the Agreement, to HyperW B.V. by way of transfer of contract (contractsoverneming) within the meaning of article 6:159 of the Dutch Civil Code. The Customer gives its cooperation to that transfer of contract in advance. After HyperW notifies the date on which the transfer of contract takes effect, the Agreement transfers from Melya Holding B.V. to HyperW B.V., which assumes all of HyperW's rights and obligations, and Melya Holding B.V. is released from its obligations from that date. No further action by the Customer is required. The notice states the registered address and Chamber of Commerce number of HyperW B.V. and confirms that no other terms of the Agreement change as a result of the transfer.

18.5 **Subcontractors.** HyperW may engage subcontractors to perform parts of the Services and remains responsible for their acts and omissions. The list of sub-processors of Personal Data is set out in the DPA.

18.6 **Publicity.** HyperW may name the Customer and show its logo as a HyperW customer on its website and in sales materials, unless the Customer objects by e-mail to office@hyperw.net. Use of the Customer in a published case study or in investor materials requires the Customer's prior written consent.

18.7 **Electronic acceptance.** Acceptance of these Subscription Terms and the DPA through the Signup is valid and binding. No signature is required.

18.8 **Availability of the terms.** Before accepting, the Customer can view, download and store these Subscription Terms and the DPA, and afterwards can consult the version it accepted at any time in the Admin Panel.

18.9 **Language.** These Subscription Terms are drawn up in English, which is the binding version. Any translation is provided for information only; in the event of a conflict, the English text prevails. Where a Dutch legal term is given in brackets, it indicates the Dutch legal concept that the English term refers to.

18.10 **Severability.** If any provision of the Agreement is held invalid or unenforceable, the remainder remains in full force, and the parties negotiate in good faith a valid provision that achieves substantially the same commercial result.

18.11 **Entire agreement.** The Agreement constitutes the entire agreement between the parties on its subject matter and supersedes all prior arrangements, representations and agreements on that subject, written or oral, except a signed Order Form as referred to in article 1.4.

Annex 1. Data Processing Addendum (DPA)

HyperW's Data Processing Addendum, version 3.4, online edition, published at https://www.hyperw.net/legal/hyperw-dpa-3.4-online.pdf, forms an integral part of the Agreement as Annex 1. For the purposes of the DPA, the Agreement is the "Main Agreement", and the DPA's references to "Schedule 1" refer to this Annex 1. The Customer accepts the DPA at Signup together with these Subscription Terms; no signature is required. In the event of a conflict regarding the processing of Personal Data, the DPA prevails (article 12.3).

Annex 2. Service description

The HyperW Service is a real-time platform for visitor intelligence and content personalisation. Which components and limits apply depends on the Plan, as listed on the Pricing Page. The Service runs alongside the Customer's website at the Service Address: the Customer directs traffic to the Service Address through marketing channels, links or campaigns, and the Service Address hosts the personalised funnel experience as a separate URL next to the Customer's website. Embedding the Service in the Customer's website (integrated mode) is not currently available.

The Service consists of the following components:

1. **Visitor identification.** The Service determines a Visitor's organisation, city, industry and network type from the IP address, reverse DNS (through Google Public DNS), network signals and IP enrichment through IPInfo. Where the Visitor signs in through a supported external identity provider, the profile data that provider returns (name and e-mail address and, where available, job title and company) is added to the visitor profile. Where applicable law requires it, this takes place only after the Visitor's consent.
2. **Knowledge Base.** During onboarding, HyperW reads the Authorised Customer Domain(s) and generates a Knowledge Base covering the Customer's services, value propositions, customer references, pricing language and tone. The Customer can review and update the Knowledge Base in the Admin Panel.
3. **AI content personalisation.** The Service tailors the content of the funnel page to each Visitor in real time based on industry, role, intent and language, using the Knowledge Base as input. Content is generated with Claude by Anthropic and delivered from a pre-warmed cache covering the combinations of industries and buyer needs in the Customer's playbook configuration. Every page states that its content has been personalised by AI.

4. **Intent score and alerts.** Behavioural signals (including scroll depth, time on page, return visits recognised after consent through FingerprintJS, the referral source and content engagement) are combined into a real-time buying-intent score. Score thresholds trigger alerts in Microsoft Teams in the Customer's own environment, or in the dashboard.
5. **Assessments.** Short diagnostics, such as the Compliance Scan, that help Visitors assess their situation against frameworks such as NIS2, DORA, the GDPR or ISO 27001, with a score, points of attention and next steps. Results are reported in Microsoft Teams in the Customer's own environment, or in the dashboard.
6. **Lead capture.** Progressive capture of a business e-mail address, a company profile and sign-in through supported external identity providers. Submissions and intent events are reported in Microsoft Teams in the Customer's own environment, or in the dashboard. The Service does not synchronise with a CRM system.
7. **Campaign links.** Personal links, short links and QR codes for campaigns, created in the Admin Panel. HyperW sends nothing itself: the Customer distributes the links through its own channels (article 7.4). Clicks and visits through these links are attributed and reported per recipient, as described in the DPA.
8. **Reporting.** The Customer has continuous access to reports in the Admin Panel on traffic, identified organisations, intent and conversions. Where an alert channel is set up, the Customer also receives a weekly overview, including campaign clicks, the consent rate and page views, the companies with the highest intent, the number of identified companies, the follow-up status and a suggestion; the Customer can switch this overview off.
9. **Support.** Support by e-mail to dennis@hyperw.net. HyperW aims for a first response within one (1) Business Day for non-critical issues and within four (4) hours during Dutch office hours for critical issues affecting the availability of the Service.