

General Terms and Conditions Imora AI

Last updated: 24 August 2026

ARTICLE 1 — DEFINITIONS

In these general terms and conditions, the following definitions apply:

- **Imora:** Imora AI, established at Beemdgras 2, 3864 JA Nijkerkerveen, the Netherlands, Chamber of Commerce number 42048905, VAT number NL869472185B01.
- **Client:** the natural or legal person that enters into an agreement with Imora or to whom Imora has issued a quotation.
- **Services:** all products and services to be delivered by Imora, including custom-made fully automated websites (where anything is possible), webshops, AI automation (including chatbots, voice agents and workflow automation), subscriptions, hosting, maintenance, SEO and content services.
- **Agreement:** any arrangement between Imora and Client for the provision of Services.
- **Quotation:** the written or digital offer from Imora to Client.
- **AI system:** software that, using artificial intelligence, generates output wholly or partly autonomously, including chatbots, voice agents and related automation, delivered by Imora.

ARTICLE 2 — APPLICABILITY

These general terms and conditions apply to all offers, quotations, agreements and other legal relationships between Imora and Client, regardless of whether these come about through the website, e-mail or otherwise.

These terms are primarily drawn up for business transactions (B2B). If a Client acts as a consumer, deviating statutory provisions apply insofar as mandatory law prescribes this.

Deviations from these terms are only valid if agreed upon in writing.

Any purchase or other conditions of Client are expressly rejected.

If any provision of these terms proves to be null and void or is annulled, the remaining provisions shall remain in full force. In that case, the Parties shall consult with each other to agree on a replacement provision that approximates the intent of the original provision as closely as possible.

ARTICLE 3 — QUOTATIONS AND FORMATION OF AGREEMENT

All quotations from Imora are without obligation and valid for the period stated in the quotation, or, in the absence thereof, 30 days after the quotation date.

An agreement is concluded at the moment Client accepts the quotation in writing (including by e-mail, for example by replying with “agreed”) or via a form intended for that purpose on the website, or as soon as Imora has begun performance at the request of Client.

Obvious errors or mistakes in quotations, on the website or in other material of Imora do not bind Imora.

Changes to an already accepted quotation are only valid if both parties have agreed to them in writing.

ARTICLE 4 — PERFORMANCE OF THE AGREEMENT AND CUSTOM WORK

Imora performs the Services to the best of its knowledge and ability, in accordance with the requirements of good workmanship. Imora does not guarantee a specific result unless this is expressly agreed upon in writing.

Imora specialises in custom-made, fully automated solutions in which anything is possible. To monitor progress, the exact scope of the project is recorded in the quotation. Wishes or functionalities that fall outside this scope are in principle considered additional work as referred to in article 5, without prejudice to subscription services as described in article 11.

Stated (delivery) terms are indicative and never constitute strict deadlines, unless expressly agreed otherwise.

Imora may engage third parties for performance. This does not affect Imora’s obligations towards Client.

A one-time project is considered delivered as soon as Client provides written approval, or when no (usable) feedback is received within 7 days of delivery.

ARTICLE 5 — REVISIONS AND ADDITIONAL WORK

Unless otherwise agreed in the quotation, a maximum of three revision rounds is included for one-time projects, counted from delivery of the first design or concept.

A revision round consists of one bundled, written feedback moment. Loose or intermediate feedback outside this moment is considered a new revision round.

Changes after the agreed revision rounds, or work that falls outside the original scope of the quotation, are considered additional work. For monthly subscriptions, an exception applies as described in article 11.

Additional work is only performed after written confirmation of a price quotation by Client and is invoiced at the applicable hourly rate of Imora (at the time of writing € 65.00 excl. VAT per hour, unless otherwise agreed).

ARTICLE 6 — OBLIGATIONS OF CLIENT AND INACTIVITY

Client warrants that all content supplied by or on behalf of Client, including texts, photos, videos, logos, brand material and product information, is correct, complete and lawful, and that Client holds all necessary rights, licences and permissions to use and process this content.

Imora is not liable for damage, claims or claims by third parties, including but not limited to infringement of copyright, trademark or portrait rights, arising from content supplied by Client. Such claims are entirely at the expense and risk of Client, who indemnifies Imora against them.

Client shall promptly provide all information and cooperation reasonably required for the proper performance of the Services. If a project stalls because Client fails to provide the required content, information or feedback for more than 30 days, Imora is entitled to consider the project completed and to demand payment of the remaining invoice amount immediately.

ARTICLE 7 — INTEGRITY AND LAWFUL USE

Client warrants that the Services provided by Imora (including websites, webshops and AI systems) will be used exclusively for legal and ethical purposes and never for activities that are contrary to the law, public order or morality, including fraud, money laundering, deception or the trading of illegal goods.

If Imora during the cooperation obtains a reasonable suspicion, or has evidence, that Client is using the Services for criminal, fraudulent or illegal purposes, Imora is entitled to terminate the Agreement extrajudicially with immediate effect and to cease and/or take offline all delivered systems and hosting immediately.

Upon termination or suspension on the basis of this article, any right of Client to a refund of amounts already paid lapses. In that case, Imora is never obliged to compensate any (consequential) damage to Client.

Client fully indemnifies Imora against all claims, fines and (criminal) investigations by third parties or government agencies that directly or indirectly result from unlawful or punishable conduct by Client via the Services provided by Imora.

ARTICLE 8 — PRICES AND PAYMENT

All prices are stated in euros and exclusive of VAT, unless otherwise indicated.

For one-time projects, the following applies unless otherwise agreed: 50% of the total amount is invoiced in advance and must be paid before the start of the work; the remaining 50% is invoiced upon delivery and must be paid within 7 days of the invoice date.

If the first (advance) payment is not made, Imora will not start the work.

For subscription services (including the Starter and Growth packages), monthly invoicing in advance applies, unless another term has been agreed.

In case of late payment, Client is in default by operation of law and Imora is entitled to charge the statutory commercial interest, as well as reasonable extrajudicial collection costs in accordance with the Dutch Extrajudicial Collection Costs Act (WIK).

Imora is entitled to suspend the performance of the Services (including hosting, chatbots and AI services) until outstanding invoices have been paid.

Objections to an invoice do not suspend the payment obligation.

ARTICLE 9 — SUBSCRIPTIONS AND API COSTS

Subscriptions are entered into for the period stated on the website or in the agreement and, unless timely cancelled, are tacitly renewed for the same period.

The notice period is 1 month before the end of the current period, unless otherwise agreed. Cancellation is made in writing, for example by e-mail to info.imora@gmail.com.

For subscriptions with a usage limit (such as a maximum number of AI conversations per month), exceeding this limit leads to additional charges in accordance with the applicable rate, or to temporary limitation of the service, unless Client chooses a higher subscription.

Imora may adjust subscription prices annually. Price changes are announced in writing at least 30 days in advance. An exception applies to unexpected, significant rate increases from external suppliers (such as API costs from AI models); these may be passed on immediately by Imora in the subscription costs. In the event of a price increase, Client has the right to cancel the subscription as of the effective date of the change.

Trial periods (“Free” package, trial conversations) are provided without any guarantee of continuity, availability or result and may be terminated or adjusted by Imora at any time.

ARTICLE 10 — AI SERVICES AND AUTOMATED COMMUNICATION

Imora provides, among other things, AI systems such as chatbots, voice agents and workflow automation, which communicate wholly or partly autonomously with end users or process data on behalf of Client.

Client acknowledges that AI systems, despite careful configuration, may generate incorrect, incomplete or unexpected output. Imora endeavours to configure and train the AI systems as well as possible, but does not guarantee that the output is at all times error-free, fully accurate or entirely predictable.

Client is responsible for adequate human oversight of AI systems provided by Imora,

in particular when used in customer contact, medical, legal, financial or other high-risk contexts, and for informing end users that they are communicating with an AI system, in accordance with applicable laws and regulations (including the EU AI Regulation).

Imora may process personal data on behalf of Client in connection with the AI services. Insofar as applicable, the parties shall conclude a data processing agreement to this end, as available via imora.nl.

Imora is not liable for decisions that Client or its end users base on the output of an AI system, save for intent or gross negligence on the part of Imora.

ARTICLE 11 — HOSTING, MAINTENANCE AND INCLUDED WORK UNDER SUBSCRIPTIONS

Unless otherwise agreed, Imora arranges hosting of the delivered website, webshop or application against a separately agreed fee or as part of a subscription service.

Imora endeavours to ensure good accessibility and security of hosted services, but does not guarantee uninterrupted availability. Maintenance, updates or disruptions at third parties may cause temporary interruptions.

Changes within subscriptions: In the context of an ongoing monthly subscription, regular changes (such as small textual changes, content updates, adding a regular page and periodic maintenance) are included and carried out at no additional cost.

Exception to included work: Substantial or structural changes fall outside the standard subscription. This includes, among other things: complete redesign of the website, rebuilding the technical structure, or adding complex, extensive new modules. Such large-scale changes only take place in mutual consultation and may lead to a separately invoiced additional work project or an adjustment of the current subscription.

ARTICLE 12 — INTELLECTUAL PROPERTY AND PORTFOLIO

All intellectual property rights on the websites, software, AI configurations, designs, documentation and other materials developed by Imora belong to Imora or its licensors, unless expressly agreed otherwise in writing.

After full payment, Client acquires a non-exclusive, non-transferable right of use to the

delivered end result, for the purpose for which it was developed.

Generic building blocks, frameworks, source code components, prompts and internal tools used by Imora remain the property of Imora at all times and may also be used by Imora for other clients.

Client is not permitted to remove or alter indications regarding copyrights, trademarks, trade names or other intellectual property rights of Imora, unless otherwise agreed in writing.

Imora may, unless otherwise agreed in writing, use the delivered work for its own promotional purposes (including reference material). Imora does not deliver separate 'demo sites'; new clients can be referred for inspiration to the live projects imora.nl and gul-catering.nl.

ARTICLE 13 — LIABILITY

The total liability of Imora for attributable failure in the performance of the agreement is limited to compensation for direct damage, up to a maximum of the amount that Client has paid to Imora in the twelve months preceding the damage-causing event, with a maximum of € 5,000, unless mandatory law provides otherwise.

Imora is never liable for indirect damage, including consequential damage, lost profits, missed savings, reputational damage and damage due to business interruption.

The limitations in this article do not apply insofar as damage is the result of intent or wilful recklessness of Imora.

Any claim for damages lapses if it is not submitted to Imora in writing within 12 months of discovery of the damage.

Article 6 (supplied content) and article 10 (AI services) contain additional, specific liability provisions that continue to apply undiminished alongside this article.

ARTICLE 14 — FORCE MAJEURE

Imora is not obliged to comply with any obligation if it is prevented from doing so as a result of force majeure, including in any event: disruptions at hosting providers, internet or power outages, disruptions at AI model suppliers or other subcontractors, cyber attacks, illness, and government measures.

If force majeure lasts longer than 60 days, both parties are entitled to terminate the agreement in writing, without any obligation to compensate damage on either side, provided that work already performed will be compensated pro rata.

ARTICLE 15 — TERM, SUSPENSION AND TERMINATION

For one-time projects, the agreement ends by operation of law after delivery and full payment, without prejudice to provisions that by their nature continue to apply (such as intellectual property and liability).

For subscriptions and ongoing services, article 9 applies.

Either party may terminate the agreement in writing, in whole or in part, with immediate effect if the other party, even after proper written notice of default with a reasonable period, attributably fails, or in the event of bankruptcy, suspension of payment or cessation of the other party's business.

ARTICLE 16 — CONFIDENTIALITY AND PRIVACY

The parties undertake to maintain confidentiality of all confidential information they receive from each other in the context of the agreement.

Imora processes personal data in accordance with the privacy policy as published on imora.nl/privacy and, where applicable, in accordance with a data processing agreement concluded between the parties.

ARTICLE 17 — COMPLAINTS

Complaints about the Services performed must be reported by Client to Imora in writing and with reasons within 14 days of discovery, but at the latest within 30 days of delivery, via info.imora@gmail.com.

Submitting a complaint does not suspend Client's payment obligation.

ARTICLE 18 — AMENDMENT OF THE TERMS

Imora is entitled to amend these general terms and conditions. Amendments are published on imora.nl at least 30 days before entry into force and, for ongoing

subscriptions, announced by e-mail. Continued use of the Services after the effective date constitutes acceptance of the amended terms by Client.

ARTICLE 19 — APPLICABLE LAW AND DISPUTES

All agreements between Imora and Client are exclusively governed by Dutch law.

The parties shall first make an effort to resolve a dispute by mutual consultation before appealing to the court.

Disputes that cannot be resolved by mutual consultation are submitted to the competent court in the district where Imora is established, unless mandatory law prescribes another court.

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