

## **General Terms & Conditions for PocketCFO Services** - version August 2025

### **1. What This Document Is About & Who It's For**

Welcome to PocketCFO! These Terms explain the rules for using our services and technology platform. They are a binding agreement between you and The Financial Insights Company B.V. (that's us, "PocketCFO").

To keep things clear, let's define who "You" might be, as different parts of these Terms may apply depending on your relationship with us:

- **Direct User:** You signed up to use our platform and services directly with us.
- **Partner:** You are an accounting firm or other professional entity using our platform to serve your own clients.
- **Partner Client:** You are a client of one of our Partners and use the client portal they provide, which is powered by our technology.

These rules apply alongside, and do not replace, any separate service agreement you may have (for example, a Partner Client's agreement with their accountant). By using our platform or services, you agree to these Terms and our separate **Privacy Policy**.

### **2. The Key Players & Their Roles**

- **PocketCFO (We/Us):** The company that builds, owns, and operates the platform technology and provides services directly to Direct Users and Partners.
- **Your Accountant:** The Partner firm that provides professional services to you (if you are a Partner Client).
- **Platform:** The online software application, tools, and technology provided by PocketCFO.
- **Content:** Any data, information, or documents you, your accountant, or our systems upload or generate on the Platform.

### **3. Using the Platform (Rules for Everyone)**

- **Your Account:** You are responsible for keeping your login details safe and for all activities that happen under your account. Please notify us or your accountant immediately if you suspect unauthorized use.
- **Permission to Use:** We grant you a limited, non-exclusive, non-transferable permission (a license) to use the Platform for its intended purpose. This permission can be withdrawn if these Terms are violated.
- **Your Responsibilities:**
  - You agree to provide accurate, current, and complete information. You are responsible for the correctness of the Content you provide.
  - You must ensure any files you upload are free from viruses or defects.
  - You agree to use the Platform legally and in compliance with these Terms.



- **What Not to Do:** You agree not to:
  - Use the Platform for any illegal purpose.
  - Upload or transmit malicious code or viruses.
  - Attempt to hack, reverse engineer, or copy the Platform's underlying code.
  - Do anything that could damage, disable, or impair the Platform.

#### 4. Fees, Invoicing, and Payment

This section applies differently depending on your user type.

- **For Direct Users and Partners:**
  - The fees for our services will be agreed upon in writing (e.g., in a quotation or online subscription).
  - Our invoices must be paid within 14 days of the invoice date, unless otherwise agreed.
  - If you fail to pay on time, you will owe statutory interest without a prior notice of default being required. If payment is still not made after our notice, we may engage a collection agency, and you will be responsible for the associated costs.
  - We may increase our agreed fees annually based on the Dutch Consumer Price Index (CPI). We will always pass on changes in government taxes.
  - If we have concerns about your creditworthiness, we may ask for a security deposit or prepayment before providing or continuing services.
- **For Partner Clients:**
  - You pay Your Accountant directly for their services according to your separate agreement with them. These Terms do not govern those payments. Your access to the Platform is part of the service offered by Your Accountant.

#### 5. Platform Uptime & Disclaimers (For Everyone)

- We try hard to keep the Platform running smoothly. However, we provide it on an "as is" and "as available" basis. Access may be interrupted for maintenance, upgrades, or emergencies.
- We do not make specific promises (warranties) about the Platform being error-free. We also don't guarantee that any "Automated Insights" (reports, forecasts, etc.) generated by the Platform are perfectly accurate or reliable. They are informational tools based on the data provided and are **not a substitute for professional advice from a qualified expert**. Please do not make significant financial decisions based solely on these automated outputs without expert consultation.



## 6. Our Responsibility & Limits on Liability

We handle your engagement with care, but if something goes wrong, our responsibility is limited.

- **Our Liability to Direct Users and Partners:**
  - Our total liability to you is limited to the **lesser of** these two amounts: (a) the total fees you paid us for the specific service in question, or (b) the amount paid out by our professional liability insurance, plus our excess.
  - If we provided a service for which we did not charge a fee, our liability is limited to a maximum of EUR 5,000.
- **Our Liability to Partner Clients:**
  - Because our direct agreement is with Your Accountant, our liability to you as a Partner Client is significantly limited. We are generally not liable for any losses you might experience, as your service agreement is with Your Accountant.
- **General Limitations (Applicable to All):**
  - We are never liable for any loss arising from incorrect, incomplete, or late information provided by you.
  - We are not liable for errors in third-party software unless we can recover the loss from the software supplier.
  - Our services are for your benefit only. Third parties (other than those defined in these terms) cannot derive any rights from our work.
  - These limitations do not apply if a loss is caused by our own intentional wrongdoing or deliberate recklessness.

## 7. Data Protection & Privacy

How we handle personal data for all user types is explained in our separate **Privacy Policy**. That policy is an integral part of these Terms.

## 8. Ending the Agreement (Termination)

- **For Partner Clients:** Your permission to use the Platform typically lasts as long as your engagement with Your Accountant. Your Accountant can suspend or terminate your access.
- **For All Users:** We or Your Accountant may suspend or terminate your access immediately if you breach these Terms, especially the "What Not to Do" rules.
- **For Direct Users and Partners:** We may also suspend or terminate your service for failure to pay fees as outlined in Section 4.
- Upon termination, your right to use the Platform ceases. Data retention is governed by the Privacy Policy.



## 9. Complaints

- **If you are a Partner Client:** Please direct any complaints about the professional service you receive to Your Accountant. For technical issues with the platform, also contact Your Accountant first, and they will liaise with us if needed.
- **If you are a Direct User or Partner:** If you have a complaint about our services or fees, please contact us directly in writing so we can resolve it.

## 10. General Legal Details (For Everyone)

- **Governing Law:** These Terms and any disagreements related to the Platform itself are governed by the laws of the Netherlands. Any legal proceedings will be brought exclusively in the competent courts of Utrecht, the Netherlands.
- **Entire Agreement:** These Terms, along with our Privacy Policy and any written quotation or service agreement from us, form the entire agreement. Any terms and conditions from you do not apply unless we have agreed to them in writing.
- **Changes to Terms:** We may update these Terms. If you are a Direct User or Partner, we will notify you of significant changes. Your continued use of the Platform after changes are announced means you accept the new Terms.
- **Severability:** If a part of these Terms isn't valid, the rest still applies.
- **No Waiver:** If we don't enforce a rule right away, it doesn't mean we waive our right to enforce it later.