

Terms and Conditions

** Nerds With Purpose B.V.: **

Effective Date: 15 september 2025

1. Definitions

In these terms and conditions (Terms) the following definitions will be used, unless the context requires otherwise: Nerds With Purpose B.V.: A private limited company (besloten vennootschap) registered and incorporated under the laws of the Netherlands and at the Chamber of Commerce under number 92779123, with its registered office at at Pieter Braaijweg 207, 1114 AJ Amsterdam. Agreement: The Subscription Form and these Terms constitute the Agreement between the Customer and Spoke. Spoke.wtf: A desktop and web-integrated tool for data analysis and matchmaking between artists and brands, powered by AI inference APIs. Licensed Products: The Spoke application including updates, upgrades, and derivatives. Third Party Services: Includes Supabase, OpenAI, Stripe, Perplexity and other integrated services listed in Annex 2. Subscription: A monthly subscription that gives access to Spoke and is confirmed to Customer in a Subscription Form. Customer can access its Subscription Form on the platform of Spoke. Subscription Term: The period for which a subscription is active, defaulting to monthly billing unless agreed otherwise in the Agreement. Customer: The party (either an individual or company/legal entity) entering into an Agreement with Spoke by purchasing a Subscription at Spoke, to which these Terms apply. Authorised User: Any person authorised by the Customer to use the Licensed Products. By accepting this autorisation and using the License Products, the Authorised User accepts the applicability of these Terms as well. AI Features: Functionality using third-party inference APIs to generate, analyse or summarise text input/output. Prompt Logging: Optional feature to store prompt/response pairs, off by default.

2. Scope and Applicability

These Terms apply to the Customer and the Authorised User. Spoke has the right to unilaterally change these Terms, provided that it will inform the Customer and the Authorised User in accordance with the applicable requirements under Dutch law.

3. Grant of Licence

Subject to the payment of fees and compliance with the Agreement and all applicable laws and regulations, Spoke grants to the Customer a non-exclusive, non-transferable, restricted and revocable right to use the Licensed Products, subsequently the Authorised User on the basis of a (sub)licence, lasting for as long as there is an Agreement in place between the Customer and Spoke.

4. AI Usage and Prompt Logging

The Customer is aware of the fact and acknowledges that AI features are provided via OpenAI and similar services. Prompts are transient unless logging is explicitly enabled. When enabled, logs may include personal data. By using these features, the Customer acknowledges and agrees that the inputs (prompts)

of Customer, the datasets and other content used by or for the purpose of AI features and resulting outputs may be processed and logged in accordance with OpenAI's Terms of Use and Usage Policies, which can be found at: [HYPERLINK "https://openai.com/terms"](https://openai.com/terms) \t "_new"<https://openai.com/terms> [HYPERLINK "https://openai.com/policies/usage-policies"](https://openai.com/policies/usage-policies) \t "_new"<https://openai.com/policies/usage-policies> The Customer also agrees to comply with OpenAI's usage restrictions when using AI-powered functionality within our Spoke platform. The Customer is aware of the fact and acknowledges that such OpenAI Terms of Use and usage restrictions may be subject to changes in the interim.

5. Service Availability & Support

Customers and Authorised Users can reach Spoke per email via support@spoke.wtf for any questions or technical problems. In case of any defaults or downtime on Spoke, Spoke will use best efforts to find a solution and restore Spoke as soon as possible. In case of a default due to a third party, Spoke will inform Customers and Authorised Users of any updates via a Change Log.

6. Data Protection & Security

Spoke implements AES-256 encryption and RLS policies(Supabase) for secure database access. See DPA (at the end of these Terms) for full details.

The usage of personal data by or on behalf of Spoke in the execution of the Agreement shall be subject to Spoke's privacy policy set forth in the DPA as included below.

7. Customer Obligations

Customer must ensure timely payment of its Subscription, provide correct billing info, secure account credentials, and comply with both the Agreement and any laws and regulations. Customer is fully liable for (i) any misuse, including but not limited to the (alleged) infringing and/or unlawful usage of data as input for Spoke and its AI-powered desktop and web apps under its Subscription, (ii) as well as the accounts of Authorised Users.

In the event that Spoke is made aware of (the threat of) misuse as described above (for example by means of a complaint or claim of a third party) Spoke is allowed to immediately suspend and/or cease and desist the Subscription of the Customer and its Authorised Users for a period of minimum 14 days. Within this timeframe, Spoke will investigate the validity of the complaint and/or claim. Upon first request of Spoke, Customer and the Authorised Users will cooperate in full with this investigation. Depending on the outcome of this investigation, Spoke will take all necessary measures to stop the misuse, which may also include the cancellation of the Subscription with immediate effect. Aetherline shall not be liable for such suspension and cancellation of the Subscription and Customer and the Authorised Users shall indemnify Aetherline against any and all claims in this respect, including third party claims.

8. Third-Party Services

Spoke provides third-party services to the Customer and Authorised Users via Spoke. Spoke solely functions as an intermediary: by using these third-party services on Spoke, Customer and Authorised Users

enter into a separate agreement with the relevant third party. Such agreement is not governed by these Terms. Spoke is not responsible or liable for any and all failure or non-conformity of these third-party services and the usage of such third-party services by Customer and the Authorised Users shall be at their own risk.

9. Fees & Billing

All Subscriptions default to monthly billing via Stripe. The Fee consists of a fixed monthly fee of €250,- excluding Vat for each brand the Customer registers. Customer has to pay the outstanding amount monthly and in advance. Prices exclude VAT. Late payment may lead to service suspension and legal interest charges, as well as any other remedy available to Spoke under Dutch law.

Spoke has the unilateral right to raise the fees per calendar year.

10. Intellectual Property

Spoke strives to obtain all necessary intellectual property (IP) rights and/or exploitation rights (usage and/or licence rights) pertaining to the Licensed Products. Customer retains ownership of its owned uploaded content but grants Aetherland and its (sub)licencees a licence for processing and the further execution of the Agreement.

11. Confidentiality

Save for disclosure upon court order and/or a statutory obligation, the Parties agree to maintain the confidentiality of non-public confidential information disclosed under the Agreement.

12. Indemnification

Customer indemnifies Spoke, its directors, assignees, successors and licencees for any and all claims resulting from misuse of Spoke including but not limited to using data and other content as input that Customer or Authorised Users are not legally allowed to use (inter alia due to intellectual property laws or criminal laws), or (the threat of) violations of the Agreement and/or any applicable laws and/or regulations by Customer or its Authorised Users.

13. Limitation of Liability Spoke and the third party services will provide output to Customer or Authorised Users. Spoke expressly disclaims any and all liability in respect of actions taken or not taken based on this output or in connection with Spoke. The Customer and Authorised Users remain at all times responsible and liable for the management, including checking input, parameters and settings, and use by any and all Authorised Users of the Services provided by Spoke, and the way in which the output and results of Spoke and its third party services are used. The Customer and Authorised Users solely carry responsibility for the use and further exploitation of the

results and output. Spoke holds no liability whatsoever in relation to said results or output.

Save for fraud or gross negligence, the liability of Spoke is at all times capped at the higher of EUR 500 or the aggregate of Subscription fees paid by Customer in the past 12 months. Spoke is not liable for for any indirect or consequential damages suffered by Customer or Authorised Users.

14. Term & Termination

The Subscription renews automatically for an indefinite period of time and unlimited each month, unless one of the Parties terminates (opzeggen) the Subscription in writing (email suffices). A notice of period of one month applies. Termination shall be done against the end of the then current calendar month.

15. Force Majeure

Neither party is liable for delays or failure caused by force majeure as stipulated in article 6:75 of the Dutch Civil Code.

16. Waiver

Failure to enforce rights under these Terms does not constitute a waiver of future enforcement.

17. Severability

If any part of these Terms is invalid, the remainder shall remain in force.

18. Entire Agreement

The Agreement governed by these Terms constitutes the entire agreement between the Parties.

Spoke reserves the right to unilaterally amend these Terms. Spoke will notify the Customer in writing (email suffices) of the intended amendments at least 30 days in advance. The amendments will take effect on the date specified in the notification, unless the Customer objects to the amendments in writing (email suffices) within 14 days of the notification. In the event of an objection, the Customer has the right to terminate the Agreement/Subscription with due observance of a notice period of 14 days.

19. Assignment

Customer or Authorised User may not assign rights or obligations without prior written (email suffices) approval of Spoke. Spoke may assign and/or (sub)licence rights and obligations to its affiliates and/or in case of merger/acquisition.

20. Notices

Notices must be delivered via email to the contact provided in the account or to support@spoke.wtf.

21. Governing Law and Jurisdiction

This Agreement is exclusively governed by Dutch law. The courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction.

Data Processing Agreement (DPA)

This DPA forms part of the Terms between Customer (Controller) and Spoke B.V. (Processor) as required under GDPR Art. 28 and 32.

Article 1 , Definitions

Same definitions as in GDPR and the main Terms.

Article 2 , Subject and Purpose of Processing

Spoke processes personal data to provide the Spoke platform, including optional AI prompt logging if enabled by the Customer.

Article 3 , Controller Responsibilities

Customer ensures data is collected lawfully and is authorised to process data through the Licensed Products.

Article 4 , Confidentiality

Processor ensures staff are bound by confidentiality and access data only when necessary.

Article 5 , International Transfers

Transfers outside the EEA are subject to standard contractual clauses (SCCs), including OpenAI.

Article 6 , Sub-Processors

Sub-processors listed in Annex 2 are pre-authorized. Spoke will notify changes with a 30-day objection period.

Article 7 , Security Measures

Processor maintains appropriate technical and organisational security. See main Agreement Clause 6 and Annex 1.

Article 8 , Breach Notification

Spoke will notify Customer of any personal data breach without undue delay, and within 32 hours if required.

Article 9 , Assistance to Controller

Spoke will assist with fulfilling data subject rights requests, subject to reasonable compensation.

Article 10 , Data Subject Requests

Requests from data subjects will be redirected to the Customer unless otherwise instructed.

Article 11 , Audit Rights

Customer may audit Processor,Â’s compliance once per year with 15 business days,Â’s notice.

Article 12 , Return or Deletion of Data

At the end of the Agreement, Spoke will delete or return personal data unless legal obligations require retention.

Article 13 , Liability

Each party's liability is governed by the main Agreement.

Article 14 , Applicable Law

Dutch law applies. Amsterdam court has sole jurisdiction.

Annex 1 , Details of the Processing

Data Subjects:

- End users of Spoke
- Authorised Users invited by Customer

Categories of Data:

- Name, email address, login credentials
- Usage logs, prompt inputs and completions
- Subscription and billing data (via Stripe)

- Integrated API services

Nature and Purpose of Processing:

- Authentication and account management
- AI inference (text processing via OpenAI)
- Optional prompt history logging
- Usage analytics and support
- Payment processing
- Fetching of integrated third party data sources

Retention:

- Data retained for active account life + 30 days
- AI prompts only retained if logging is explicitly enabled

Annex 2 , Authorised Sub-Processors

Provider	Function	Location	Legal Safeguard
Supabase Inc.	Auth, database, file storage	EU	GDPR DPA, SCCs
OpenAI LLC	AI prompt processing	US	SCCs + opt-out logging
Stripe Payments EU	Payment processing	EU	PCI-DSS, GDPR DPA
Vercel Inc.	Static hosting for Spoke Web	EU	SCCs
Amazon AWS	Update infrastructure	EU	ISO 27001, SCCs
Perplexity	AI prompt processing	US	