

Terms of Service

LAST UPDATED: 29 JUNE 2026

These Terms of Service (the **"General Terms"** or the **"Terms"**) govern all access to and use of the TapPass AI governance platform (the **"Platform"** or the **"Service"**), operated by Cogniqor BV (**"Cogniqor"**, "we", "us"), and all Order Forms entered into between Cogniqor and the legal entity or person identified as customer (the **"Customer"**). They apply to businesses only; the Service is not offered to consumers.

Provider: Cogniqor BV, Venneborglaan 85, 2100 Antwerp, Belgium. Crossroads Bank for Enterprises (KBO) and VAT number BE 1033.796.306. Legal notices: legal@tappass.ai.

1. Applicability and definitions

1.1. These General Terms govern all Order Forms entered into between Cogniqor and the Customer, except where expressly superseded by a separately signed agreement between the Parties. **"Party"** means Cogniqor or the Customer individually; **"Parties"** means both together.

1.2. Unless expressly accepted in writing by Cogniqor, the Customer's own general terms and conditions do not apply and are expressly excluded.

1.3. Specific services, product details, limits and subscription terms may be set out in one or more Order Forms, each of which becomes binding upon execution and incorporates these General Terms and any schedules referenced in them.

1.4. In the event of conflict, precedence is given to: (1) the Order Form; (2) these General Terms; and (3) any other referenced schedule, save that the Data Processing Agreement prevails for data-protection matters.

1.5. Capitalised terms have the meanings set out below:

Affiliate

any entity that directly or indirectly controls, is controlled by, or is under common control with a Party.

Agreement

the Order Form(s) between the Parties together with these General Terms and all schedules, as amended from time to time.

Authorized User

an employee, contractor or agent of the Customer (or its Affiliate) whom the Customer permits to use the Service within the limits of the Order Form.

Confidential Information

non-public information of a Party that is marked confidential or that should reasonably be understood to be confidential given its nature or the circumstances of disclosure, including business, technical, financial and security information and all Intellectual Property Rights embodied in it.

Customer Data

content, data or material submitted to the Service by or on behalf of the Customer or its Authorized Users, and data generated by the Service from the Customer's use of it.

Documentation

the technical documentation for the Service made available at docs.tappass.ai.

Effective Date

the date the Agreement enters into force, as set out in the Order Form.

Fees

the subscription and any service fees payable by the Customer as set out in the Order Form.

Force Majeure

any cause beyond a Party's reasonable control, including fire, flood, strikes, war, embargoes, cyber-attacks, pandemics, governmental measures, and failures of underlying infrastructure or telecommunications.

Intellectual Property Rights

patents, trademarks, copyrights, database rights, trade secrets, know-how and all other intellectual-property rights anywhere in the world, whether registered or not.

Order Form

an ordering document executed by the Customer and Cogniqor for a Subscription and/or Services.

Personal Data

has the meaning given in the GDPR (Regulation (EU) 2016/679).

Platform / Service

the TapPass proprietary AI-governance platform and its related interfaces, APIs and SDKs, which the Customer is authorised to access "as a service" under the Agreement.

SLA

the Service Level Agreement set out in Annex A.

Subscription

the plan, scope, features and limits subscribed to in the Order Form.

Subscription Term

the period the Subscription remains in force, as set out in the Order Form, including renewals.

2. The Service, grant of use rights and restrictions

2.1. Subject to these Terms and payment of the Fees, Cogniqor grants the Customer a revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the Subscription Term for its internal business purposes, limited to the scope, features and limits set out in the Order Form. Cogniqor retains all rights not expressly granted.

2.2. Use exceeding the Subscription's limits, or requiring additional features, may require an upgrade or a separate agreement and may be subject to additional charges. Cogniqor may limit use that exceeds those limits.

2.3. The Service is provided on an evolving basis and Cogniqor may make changes and updates to it from time to time. Where a change would materially reduce an essential feature the Customer subscribed to during a paid term, Cogniqor will give reasonable prior notice, and the Customer may terminate the affected Subscription by Notice within two (2) weeks of that notice, such termination taking effect one (1) month after receipt.

2.4. The Customer will use reasonable efforts to prevent unauthorised access to or use of the Service, is responsible for its accounts, Authorized Users and credentials, and will promptly notify Cogniqor in writing of any suspected compromise.

Restrictions. 2.5. The Customer will not, and will not permit any Affiliate, Authorized User, agent, contractor or third party to:

- i. use the Service other than in accordance with these Terms;
- ii. make the Service available to, or permit its use by, anyone other than Authorized Users;
- iii. resell, sublicense, rent, lease, loan, transfer, distribute, time-share or otherwise make any part of the Service available to third parties, except as expressly permitted;
- iv. use the Service to build or operate a competing product or service, or permit access by a direct competitor of Cogniqor;
- v. decompile, disassemble or reverse engineer the Service, or attempt to derive its source code, algorithms or underlying techniques, except to the extent mandatory law permits;
- vi. create any encumbrance or security interest over the Service, or take any action that would place its source code in the public domain;
- vii. circumvent security, usage, technical or view limits embedded in the Service;
- viii. introduce viruses or other harmful code, files, scripts or programs;
- ix. use the Service unlawfully, fraudulently or harmfully, or in a way that infringes a third party's rights (including intellectual property, privacy or publicity); or
- x. remove or obscure any proprietary notices.

2.6. **No implied licence.** No express or implied licence or right of any kind is granted other than as expressly set out in the Agreement, including any right to obtain source code, data or technical materials relating to the Service.

3. Beta and test features

3.1. Features marked beta, trial, preview, evaluation or test are provided "as is" and "as available", on a best-effort basis, with no SLA, warranty or support commitment. Cogniqor may change, suspend or withdraw them at any time and, to the maximum extent permitted

by law, has no liability arising from them. They must not be used for production-critical workloads.

4. Customer responsibilities and acceptable use

4.1. The Customer is responsible for its Authorized Users' use of the Service, for the agents, policies and configurations it creates within the Service, and for ensuring its use complies with applicable law, including export-control and sanctions rules.

4.2. The Service is a governance and oversight tool. The Customer remains responsible for the AI systems and agents it governs through the Service, and for the decisions it takes on the basis of the Service. Cogniqor does not assume the Customer's own regulatory obligations.

5. Fees

5.1. The Customer will pay the Fees set out in the Order Form. Unless stated otherwise, Fees are exclusive of VAT and other taxes, which the Customer will pay where Cogniqor is required to charge them.

5.2. Cogniqor may adjust the Fees on renewal with at least sixty (60) days' notice; any annual increase will not exceed 5% or the applicable consumer-price-index increase, whichever is lower.

6. Invoicing and payment

6.1. Fees are invoiced as set out in the Order Form or, absent such terms, in advance. Invoices are payable within thirty (30) days of the invoice date, in the currency stated in the Order Form.

6.2. Any amount not paid when due automatically bears late-payment interest in accordance with the Belgian Law of 2 August 2002 on combating late payment in commercial transactions, and the Customer will bear the reasonable costs of recovery. Cogniqor may suspend the Service on fifteen (15) days' notice of non-payment.

6.3. If the Customer disputes an invoice, it must notify Cogniqor within five (5) business days of the invoice date, stating the basis and amount, failing which the invoice is deemed accepted; the undisputed portion remains payable.

6.4. Unless stated otherwise, Fees are non-refundable, including for partial use or non-use.

7. Intellectual property

7.1. Cogniqor and its licensors own all Intellectual Property Rights in the Service. The Customer obtains no right, title or interest in the Service other than the limited right of use expressly granted. The TapPass name and logo are trademarks of Cogniqor and may not be used without its prior written consent.

7.2. The Customer owns its Customer Data and grants Cogniqor a limited right to host and process it in order to provide the Service. Cogniqor may use feedback and suggestions without restriction.

8. Representations, warranties and disclaimers

8.1. Cogniqor warrants that any Services will be performed in a professional manner by suitably qualified personnel. Except as expressly stated and to the maximum extent permitted by law, the Service is provided "as is" and "as available", and Cogniqor disclaims all other warranties, whether express or implied, including merchantability and fitness for a particular purpose. Cogniqor does not warrant that the Service will be uninterrupted or error-free, nor the accuracy of results generated through its use.

8.2. The Customer represents and warrants that it has authority to enter into the Agreement, that doing so does not conflict with any other obligation, and that its use complies with applicable law, including export-control and sanctions rules.

8.3. **AI disclaimer.** The Service helps the Customer govern, monitor and place controls on AI agents, but it does not guarantee that it will detect or prevent every policy violation, prompt injection, unsafe action or model error. Outputs of third-party AI models accessed through the Customer's own keys (BYOK) are produced by those providers and are the Customer's responsibility. The Service does not provide legal, compliance or other professional advice, and the Customer must independently verify outputs before relying on them.

9. Indemnification

9.1. Cogniqor will defend the Customer against third-party claims that the Service as provided infringes that party's patent, copyright or trademark, and will pay damages finally awarded or agreed in settlement, excluding claims arising from (i) unauthorised use, (ii) modification of the Service, (iii) its combination with non-Cogniqor products or services not authorised in writing by Cogniqor where that combination causes the infringement, or (iv) materials or designs supplied by the Customer.

9.2. The indemnity is conditional on the Customer giving Cogniqor prompt Notice of the claim, granting Cogniqor sole control of the defence and settlement, and reasonably cooperating at Cogniqor's expense. The Customer will make no admission of liability, and agree no settlement, without Cogniqor's prior written consent.

9.3. If the Service becomes, or is likely to become, the subject of such a claim, Cogniqor may at its option and expense (i) modify the affected part so it is non-infringing while preserving equivalent functionality, (ii) obtain a licence for continued use, or (iii) terminate the affected licence and refund a pro-rata portion of pre-paid Fees. This Article states Cogniqor's entire liability, and the Customer's sole remedy, for infringement, and Cogniqor's liability under it will not exceed two (2) times the annual Fees.

10. Limitation of liability

10.1. To the maximum extent permitted by law, neither Party is liable for any indirect, incidental, special, punitive or consequential damages, including loss of profit, revenue, business, contracts, data, goodwill or anticipated savings, even if advised of the possibility.

10.2. Subject to Article 10.3, each Party's total aggregate liability arising out of or in connection with the Agreement will not exceed the greater of (a) the Fees paid or payable in the twelve (12) months preceding the event giving rise to the claim, or (b) ten thousand euros (EUR 10,000). Service credits under Annex A are the Customer's sole and exclusive remedy for any failure to meet service levels.

10.3. Nothing in the Agreement limits or excludes liability that cannot be limited under Belgian law, including for fraud, intentional fault, gross negligence, or death or personal injury. These limits are intended to comply with the Belgian rules on unfair terms in B2B contracts (Book VI, Code of Economic Law).

11. Term and termination

11.1. The initial term is twelve (12) months from the Order Form start date and renews automatically for successive twelve-month periods unless either Party gives written notice of non-renewal at least thirty (30) days before the end of the current term.

11.2. Either Party may terminate for material breach not cured within thirty (30) days of Notice (including, without limitation, breach of Articles 2.5–2.6), or on the other Party's insolvency. Termination for non-payment is governed by Article 6. The Customer may terminate for convenience on sixty (60) days' written notice, without refund of pre-paid Fees.

11.3. On termination, all rights and licences granted to the Customer end and it will stop using the Service. The Customer may export Customer Data within ninety (90) days of termination, after which Cogniqor will delete or anonymise it, except where retention is required by law or for legitimate purposes such as the integrity of the tamper-evident audit trail.

11.4. Provisions that by their nature should survive termination — including Articles 5–10, 12 and 13 — will survive.

12. Data protection

12.1. For Customer Data processed through the Platform, the Customer is the controller and Cogniqor is the processor, under the Data Processing Agreement (available on request and incorporated by reference). For account and billing data, Cogniqor is the controller under its [Privacy Policy](#). Both Parties will comply with the GDPR.

12.2. The production Service and database are hosted in the European Union. Cogniqor does **not** use Customer Data to train or improve any machine-learning model, and does not sell it. Sub-processors are listed at trust.tappass.ai; Cogniqor gives at least thirty (30) days' notice before adding one that processes Customer Data. Cogniqor applies appropriate technical and organisational measures, including encryption and a tamper-evident audit trail. Cogniqor does not currently hold SOC 2 or ISO 27001 certification and makes no such representation.

13. Confidentiality

13.1. Each Party will keep the other's Confidential Information confidential, will not use it other than for the Agreement, and will disclose it only to personnel, Affiliates and advisers who need it for the Agreement and are bound by equivalent obligations. A Party is responsible for any breach by those to whom it discloses Confidential Information.

13.2. The obligation does not apply to information that is or becomes public through no breach, was lawfully held without a duty of confidence, is lawfully obtained from a third party not bound by confidence, or is independently developed without reference to the other Party's Confidential Information.

13.3. These obligations survive termination for three (3) years. On termination or earlier written request, the receiving Party will return or destroy the other's Confidential Information, subject to legal retention requirements.

14. General

14.1. **Entire agreement.** The Agreement is the entire agreement between the Parties on its subject and supersedes all prior and contemporaneous understandings.

14.2. **Amendments.** Cogniqor may update these Terms to reflect new features or changes required by law. For changes that materially affect the Customer's rights, Cogniqor will give reasonable prior notice; continued use of the Service after the effective date constitutes acceptance.

14.3. **Severability.** If a provision is held invalid or unenforceable, the remainder stays in full force and the provision will be enforced to the maximum extent permitted and reformed to the minimum extent necessary.

14.4. **Assignment.** The Customer may not assign the Agreement without Cogniqor's prior written consent, except to an Affiliate or in a merger, acquisition or sale of substantially all its assets. Cogniqor may assign the Agreement to an Affiliate or successor.

14.5. **Force majeure.** Except for payment obligations, neither Party is liable for delay or failure to perform caused by Force Majeure.

14.6. **Governing law and jurisdiction.** The Agreement is governed by Belgian law (excluding its conflict-of-law rules and the 1980 U.N. Convention on Contracts for the International Sale of Goods). The courts of Antwerp (Ondernemingsrechtbank Antwerpen, afdeling Antwerpen) have exclusive jurisdiction.

14.7. **Relationship.** The Parties are independent contractors; the Agreement creates no partnership, agency, joint venture or employment relationship.

14.8. **Notices.** Notices must be in writing and sent to the addresses set out in the Order Form, with legal notices to Cogniqor at legal@tappass.ai.

14.9. **Waiver.** Failure or delay by either Party in exercising a right is not a waiver of that or any other right.

14.10. **Publicity.** Cogniqor may identify the Customer by name and logo as a customer in its client lists and marketing, unless the Customer notifies it otherwise in writing.

Annex A — Service Level Agreement

Applies to paid, generally available subscriptions only (beta and test use excluded). We use commercially reasonable efforts to make the TapPass control plane available 99.9% of the time, measured monthly. The Service runs on third-party cloud infrastructure (currently Google Cloud, EU region); our commitment does not exceed, and is contingent on, the availability our infrastructure providers make available.

Excluded from downtime: scheduled maintenance (48 hours notice) and emergency maintenance; beta features; third-party model providers and customer-supplied (BYOK) keys; your own systems, network or misuse; suspension for breach or non-payment; force majeure and underlying infrastructure or telecommunications outages; the separate self-hosted license server.

Service credits (percentage of the monthly fee), as your sole remedy, requested within 30 days of the incident: 99.0%–99.9% → 10%; 95.0%–99.0% → 15%; below 95.0% → 25%. Maximum 25% per month, applied to future invoices.

Support response targets: critical 4 hours, high 8 hours, medium 24 hours, low 72 hours. Support hours 9:00–18:00 CET, Monday to Friday, excluding Belgian public holidays.

Contact

Questions about these Terms: legal@tappass.ai. Data protection: dpo@tappass.ai.