

General Terms and Conditions

1 July 2026 – Version 1.19

Introduction

Dialog is the online platform for creating happy and high-performing employees who contribute to business success. These general terms and conditions are intended to make clear what we may expect from each other in our cooperation and what we must adhere to.

Do you have questions about the use of the online platform, our services or these terms and conditions? Then feel free to ask your contact person or email support@dialog.nl.

1. Who is who

A. In these general terms and conditions, 'we' are Dialog. Dialog is a product and trademark of Dialog B.V., established at Weg der Verenigde Naties 1, 3527 KT in Utrecht. Dialog B.V. is registered with the Chamber of Commerce under number 84510722.

B. You are the client: the organisation that will use the Online platform and any additional services. In these general terms and conditions, you are: 'the organisation', 'the client' and 'you'.

C. Employees of your organisation who will use Dialog are referred to as 'data subjects', '(end) users' and 'employees'.

2. What means what

A. Agreement: By this we mean all agreements made as agreed in the signed quotation.

B. Online platform: By this we mean the web-based programme that we have built. When using this term, we refer to the total of the modules you have purchased. The Online platform can be found at <https://app.dialog.nl/>.

C. Performance module: By this we mean all functionalities in the Online platform that are needed to support the HR cycle.

D. Engagement module: By this we mean all functionalities in the Online platform that are needed to measure employee engagement.

E. Talent module: By this we mean all functionalities in the Online platform that are needed to stimulate talent development.

F. Services: By this we mean the various sessions and trainings that we provide.

G. Browsers: By this we mean programmes with which web pages can be viewed, such as Google Chrome, Edge and Mozilla Firefox.

H. Devices: By this we mean the device on which users use Dialog, such as laptops, tablets and mobile phones.

I. Bugs: By this we mean technical errors in the Online platform.

J. Suppliers/Sub-processors: These are other parties with whom we cooperate to make the Online platform possible.

K. Service Level Agreement (SLA): In this document we explain how we cooperate with each other at service level and what we may expect from each other. Should you not yet have this document, you can request it from us.

L. Privacy policy: In this document we explain how we guarantee the privacy of information and handle personal data. Should you not yet have this document, you can request it from us.

M. Privacy statement: This document is aimed at end users of the Online platform to explain how privacy is handled. End users can read this statement prior to using the platform. This statement can also be found by them on their personal Account page. Should you not yet have the privacy statement, you can request it from us.

N. Security policy: In this document we explain how we have secured the Online platform against unlawful access and other external 'threats'. Should you not yet have this document, you can request it from us.

O. We understand the following by accounts:

1. Every person who has been entered, invited or registered in the Online platform.
2. Deleted accounts are not accounts.
3. One-time feedback providers, who do not need to create an account in order to provide feedback, are not accounts.

3. Application of the terms and conditions

A. We send these general terms and conditions along with the quotation that you, as the client, receive from us. These terms and conditions therefore apply from the moment you accept the quotation.

B. We understand that in special cases it may be necessary to deviate from these general terms and conditions. In consultation, we can therefore make arrangements that suit your situation. We record these in writing in the quotation. These arrangements apply as a replacement for the relevant articles in these general terms and conditions.

C. If, after the start of the Agreement, we (have to) declare one of the articles null and void, this has no effect on the other agreed articles. In such a situation, we consult with each other to arrange a replacement provision. In doing so, we take into account the purport of the original provision.

4. Mutual expectations

A. Every offer from our side is entirely without obligation.

B. If we make an arrangement, we honour that arrangement.

C. We deliver all products and services that we have expressly agreed upon.

4.1 Online platform

A. We ensure that you, as an organisation, and your employees can use the Online platform with great pleasure and ease. We therefore strive to always keep the Online platform working well, to continuously improve it and to resolve any errors quickly.

B. You may use the Online platform until the Agreement ends. In doing so, you can only use the modules that you have purchased.

C. The Talent module can only be purchased in combination with the Performance module.

D. We strive to always make the Online platform available to end users, at any time of day and on most browsers and devices. What you may expect from us in this regard is set out in our Service Level Agreement.

E. Our Service Level Agreement contains more information about which devices and browsers

the platform can be used well on. It also addresses how we deal with any malfunctions and bugs.

4.2 Our services

A. If you have asked us to support the implementation of the Online platform or an organisational issue, we call this services. Think of providing a design session, trainings and workshops.

B. It may occur that we outsource these services to third parties. We always do this in consultation with you. We remain liable for fulfilling the Agreement.

4.3 What you cannot expect from us

A. If additional services are needed that we have not made arrangements about earlier, we are not obliged to carry these out. Of course, we will look into how we can make a new arrangement to realise the intended goal.

B. We are responsible for delivering and properly running the Online platform. You want to realise a certain end result with it (think, for example, of creating a feedback culture). We cannot of course guarantee that these end results are achieved, because more is needed for this than just the use of the Online platform.

C. Execution and delivery deadlines can only be met at the moment we receive all the required data from you in good time. Think, for example, of the data of employees and the organisation chart.

4.4 What we expect from you as the client

A. You involve all necessary and relevant persons in the implementation of the Online platform and in the execution of our services.

B. You make an effort to ensure that employees participate in any sessions and that they commit to achieving the results of the assignment.

C. When we carry out our services at your location, you ensure that we gain timely access to the location and the rooms where the services are performed.

D. After coordination, we may make free use of the available facilities, insofar as this is necessary for the assignment. Think of rooms, access to the Wi-Fi network, a projector and flip charts.

E. You ensure that only authorised persons gain access to your environment within the Online platform (access management).

F. If an employee leaves the organisation and may therefore no longer have access to the Online platform, it is your responsibility to stop this person's account. This way we prevent unlawful use of the Online platform and reduce the risk of data breaches.

5. Payment

A. All prices stated in the quotation are exclusive of VAT, unless stated otherwise.

B. When approving the quotation, we assume that the person signing the Agreement is authorised to do so.

C. Unless we make other arrangements about this, payments must be made within 30 days of

the invoice date, in euros, in the manner prescribed by us.

D. In the event of liquidation, bankruptcy or suspension of payments of you or us, any claims are immediately due and payable.

E. If timely payment is not made, the client is in default by operation of law. From the day on which the default occurs, the client owes, over the amount due, the statutory interest applicable at that moment, whereby part of a month is regarded as a full month.

F. All reasonable costs, including judicial, extrajudicial and enforcement costs, incurred to obtain amounts owed by you, are for your account. This of course does not apply in cases where you do not pay because we have not complied with the Agreement.

5.1 Online platform

A. Payment for the use of the Online platform takes place on an annual basis and is paid in advance. We send you the first invoice within 30 days of signing the quotation and in any case after the activation of the licence for the Online Platform.

B. The licence for the Online Platform based on the number of agreed accounts is automatically activated within 30 days of signing the quotation (licence start date).

C. In the case of a multi-year agreement, the amount of the invoice for each subsequent licence year within the multi-year agreement is determined by looking at the number of entered and invited accounts, unless this number is lower than 90% of the number of quoted accounts.

D. If the number of entered, scheduled and invited accounts in the first month of the next licence year within the multi-year agreement is lower than 90% of the number of quoted accounts, you receive an invoice for 90% of the quoted accounts.

E. If the number of entered, scheduled and invited accounts in the first month of the next licence year within the multi-year agreement is lower than the number of quoted accounts, it may be that any volume discount you receive turns out lower.

F. At the end of each licence year, any balance invoice is sent. In this, the average number of accounts is considered. We do this by taking the number of accounts as at the first of the month for all twelve months and averaging these. If this average number of accounts is higher than the number of accounts started with, an annual licence (at the agreed rates) is charged for the number of additional accounts.

G. If during a licence year you purchase an additional module, you receive an invoice for this module that is equal to the remaining period of the already-started annual licence of the other module(s). This way we ensure that the licences of the various modules always run in parallel.

5.2 Services

A. The costs for the basic implementation of the Online platform are invoiced immediately after the start of the implementation process (after the introduction with the Implementation Manager).

B. For other services, you receive an invoice immediately after execution. Other services therefore do not need to be paid in advance.

C. Other services are scheduled and provided no later than within 12 months of signing the quotation.

D. If, at your request, the other services have not been scheduled and provided within 12 months of signing the quotation, we may invoice these in full. You then receive a prepaid voucher of equal value for this, which you can use for other services within a period of 6 months.

- E. If the services take place outside the Netherlands, we determine together what an appropriate fee is for the travel and accommodation costs to be incurred.
- F. If you want our services to take place at an external location, you ensure that this is rented and paid for. Any additional costs for the location are also for your account.
- G. All our sessions and trainings can be provided online. If a session cannot be carried out physically, we facilitate it via your online meeting tool.
- H. Scheduled services – such as a session, training or workshop – can be rescheduled to a later moment free of charge up to 14 days before the start.
- I. If the design session or other scheduled services – such as a training or workshop – are rescheduled less than 15 days before the start, we may charge 50% of the costs for these services.
- J. If the design session or other scheduled services – such as a training or workshop – are rescheduled less than 8 days before the start, we may charge 75% of the costs for these services.

6. Price changes

- A. We have the right to adjust the price for the use of the Online platform, integrations or other services annually, regardless of the duration of the agreement. Any price increase is capped at 10% or the inflation percentage if this was higher than 10% over a period of 1 year (in this, the most current data in the DPI index CPA2008 – 62: Computer programming, consultancy and related services is used).
- B. After the expiry of a multi-year Agreement, the new price for the use of the Online platform is determined by looking at the prices applicable at that moment. Of course, any discounts are again deducted from this price.
- C. You are always informed about any price increase and the reason for it (for example, inflation).

7. Terminating the Agreement

- A. The Agreement for the use of the Online platform is, after the expiry of the initial contract, tacitly and automatically renewed for the same period.
- B. If you no longer wish to use the Online platform, you must let us know at least three months before the end of the Agreement. This may simply be done by email.
- C. When you choose to stop using the Online platform or one of the modules, we together ensure a neat and complete transfer of information.
- D. If desired, we transfer all information stored in our databases to you in Excel format. If information cannot be transferred in Excel format, we mutually make arrangements about an alternative form of transfer.
- E. Thirty days after the termination, we delete all accounts and/or associated (personal) data from our databases.
- F. If, after signing the Agreement but before the first user starts in the Online platform, you wish to stop the cooperation, we may invoice 100% of the contract value of the licences. This article does not apply if you terminate in connection with breach of contract or non-performance on our part.
- G. If, after signing the Agreement, you wish to stop the cooperation, we may invoice 75% of the contract value of the services not yet performed. This article does not apply if you terminate in

connection with breach of contract or non-performance on our part.

H. If we fail to fulfil obligations arising from the law or from our Agreement, you may suspend or dissolve the execution of the Agreement. Of course, you do this only after you have informed us in good time and have offered sufficient opportunity to still comply with the law or with our Agreement. This of course also applies the other way around.

I. As the contractor, we never claim any form of compensation in connection with the right of suspension exercised by you on the basis of article 7F. This of course also applies the other way around.

J. If you dissolve the Agreement on the basis of article 7F, all your claims against us are immediately due and payable. For example, we repay all prepaid licence costs over the unused licence time in full and immediately. This of course also applies the other way around.

K. If you, as the client, are in a state of bankruptcy, have applied for suspension of payments, any attachment has been levied on goods, or in other cases in which you cannot freely dispose of your assets, we may dissolve the Agreement with immediate effect, unless you can guarantee security of payment.

L. If we are in a state of bankruptcy, have applied for suspension of payments, any attachment has been levied on goods, or in other cases in which we cannot freely dispose of our assets, you may dissolve the Agreement with immediate effect, unless we can guarantee security of delivery.

M. Unless this cannot be attributed to you, all additional costs incurred and damage suffered in connection with the suspension and/or dissolution of the Agreement are for your account, including any delay and waiting hours in connection with suspension of the Agreement because you do not fulfil your obligations as referred to in these general terms and conditions on time.

8. Disputes

A. If we do not agree with each other, we do our best to reach a solution together.

B. If you are dissatisfied about something, you let us know as soon as possible.

C. If one of us believes that the other does not adhere to the Agreement, the dissatisfied party will report this to the other in writing or by email. We will then, within a reasonable period, look together for a way to carry out the assignment satisfactorily.

D. If we cannot resolve it together, we submit our dispute to a competent court in Utrecht.

E. Dutch law applies to this Agreement.

9. Force majeure

A. If we cannot make the Online platform available in connection with force majeure, we are not obliged to adhere to that part of the Agreement that is affected by this. By force majeure we understand, in addition to the legal meaning:

1. A supplier who has not fulfilled its obligations, where this was not foreseeable by us and could not reasonably be prevented, and fulfilment has become permanently impossible;

2. A disruption in the power and/or internet supply at us or our suppliers, where the disruption cannot be remedied within a reasonable period with reasonable efforts.

B. If our Agreement may, due to a change in the law, no longer be carried out on certain parts, we have the right not to carry out those parts of the Agreement.

C. If we cannot carry out the services we promised due to illness or force majeure, we look for a suitable replacement. If the suitable replacement cannot provide the session on the agreed

date, we schedule a new date in consultation. If you suffer demonstrable damage due to the delay of our services, we of course enter into consultation for appropriate compensation.

D. If, due to force majeure, we cannot fulfil the Agreement within three months, we may both dissolve the Agreement immediately, in whole or in part. In this case, we repay the prepaid licence costs over the unused licence time in full.

E. If damage arises due to force majeure, it is not possible to obtain compensation for it from us.

10. Liability

A. If damage arises because we do not comply with the law, the Agreement or the arrangements in these General Terms and Conditions, we are responsible for this ourselves.

The same of course applies to you.

B. We are not liable for indirect damage or consequential damage, including lost profit, loss suffered, reputational or image damage and damage as a result of business stagnation.

C. Our liability for direct damage (including multiple damages arising from a series of related events) is limited to the lowest amount of:

1. The price for the licences of the Online platform included in the Agreement for one year (excl. VAT).

2. €250,000.

D. We are exclusively liable for the compensation of direct damage. By direct damage we understand only:

1. The costs for keeping your old systems operational for longer. This applies if we have not performed on a binding date, reduced by any savings due to the delay.

2. Reasonable costs to establish the cause and extent of the damage, insofar as this relates to direct damage as referred to in this article.

3. Reasonable costs to prevent, limit or repair damage. In this, you must be able to demonstrate that these costs actually led to less direct damage.

4. The costs of emergency provisions, such as temporarily switching to other systems, hiring third parties or using emergency procedures.

E. The limitations of our liability in the preceding paragraphs do not apply if the damage arose due to our intent or deliberate recklessness.

11. Ownership of data

A. The data and information that end users enter into the Online platform always belong to the organisation under which this end user falls. We will never claim ownership of data that end users have entered.

12. Privacy

A. In the Online platform, data that can be traced back to the person is recorded, such as names, development goals and professional achievements. Therefore, we must both comply with the General Data Protection Regulation (GDPR). In that context, we record the following:

1. Legally speaking, you are responsible for the processing of the aforementioned personal data.

2. We are designated as the processor.

3. We must conclude a processing agreement with each other.

4. We together ensure that the processing agreement is complete and signed before end users start working with the Online platform.

B. As the client, you are yourself responsible for supplying and/or entering the correct personal data and information of your organisation in the Online platform.

C. You ensure that all persons who have access to the aforementioned personal data do not share these with others and keep them confidential. If they do, we are never liable for it.

D. To protect users' personal data and confidential information, we have taken organisational and technical measures. These measures are further explained in our Security policy. You can view this document at www.dialog.nl/voorwaarden (password: Dialog).

E. We proactively inform end users about how we handle their personal data.

1. For this we have drawn up a Privacy statement that new users can read before they register for the Online platform. In this statement we explain what we use their data for and who sees what in the platform. This Privacy statement can be found in the Online platform itself and at www.dialog.nl/voorwaarden (password: Dialog);

2. In the Online platform we try to indicate as clearly as possible who sees which information;

3. In our Help Centre, articles are available for end users that provide more explanation about privacy settings, rights and roles. This Help Centre is accessible to every end user at dialog.zendesk.com. We ensure that it remains up to date.

4. All details about how we handle personal data, confidential information and privacy can be read in our Privacy policy. You can view this document at www.dialog.nl/voorwaarden (password: Dialog).

13. Confidentiality

A. All data, knowledge and information exchanged between us to carry out the Agreement is confidential. We therefore both treat it as secret, unless agreed otherwise.

B. To make the Online platform possible, we cooperate with suppliers and sub-processors. They process data on behalf of Dialog.

1. These suppliers receive only the information needed to perform their function;

2. We have concluded processing agreements with these suppliers;

3. More information about our suppliers, which data they need, and where these are stored, can be read in our Privacy policy. You can view this document at www.dialog.nl/voorwaarden (password: Dialog).

C. If you have to share confidential information with others due to a court ruling or legislation, the confidentiality obligation lapses. If damage has arisen in this situation, we cannot claim compensation. The same of course applies the other way around.

14. Intellectual property

A. We retain all copyrights and other intellectual property rights for the Online platform.

B. All shared materials that we use in carrying out our services may also be used by you after the termination of the Agreement.

15. Artificial intelligence (AI)

A. DEFINITIONS

1 "AI Services" means the features, functionalities or modules within the Provider's platform that

make use of artificial intelligence, machine learning, generative pre-trained transformer models or large language models (LLMs) to generate Output.

2 “Input” means all prompts, text, data, images, code or other materials submitted by the Customer to the AI Services for processing.

3 “Output” means the specific text, code, images or other content generated by the AI Services as a result of the Input and delivered to the Customer. Output expressly does not include the underlying algorithms, models, software and pre-existing intellectual property of the Provider.

B. INTELLECTUAL PROPERTY & DATA RIGHTS

1 Ownership of the Input. The Customer retains all rights, title and interest in and to the Input.

2 Rights to the Output. To the extent permitted under applicable law, the Provider hereby assigns all rights, title and interest (insofar as present) in and to the Output to the Customer. The Customer acknowledges that the AI Services make use of probabilistic models and that for other users the same or substantially comparable Output may be generated (“Comparable Output”). The Customer cannot claim ownership of or infringement with regard to Comparable Output against the Provider or other users.

3 Licence to the Provider. The Customer grants the Provider a worldwide, non-exclusive, royalty-free licence to access, use and process the Input and Output, solely to: (i) provide the AI Services to the Customer; (ii) prevent misuse or security threats; and (iii) comply with applicable law.

4 No training on Customer data. The Provider represents and warrants that it will not access or use the Customer’s Input or Output to train, fine-tune or substantially improve its own artificial intelligence models or the models of its external licensors for the benefit of other customers. The Customer’s data is processed in a technically isolated or volatile (transient) manner.

C. ACCURACY, RELIABILITY & “HUMAN IN THE LOOP”

1 Probabilistic nature. The Customer acknowledges that the AI Services are non-deterministic and may produce Output that is incorrect, incomplete, misleading, offensive or hallucinated (“AI Errors”).

2 Customer responsibility. The AI Services are provided solely for support and augmentation. The Customer agrees that it is solely responsible for: (i) assessing and verifying the accuracy and suitability of any Output; (ii) ensuring that the Output does not infringe the rights of third parties before it is published; and (iii) maintaining human intervention (“human in the loop”) in all critical work processes.

3 No warranties. The Provider makes no representation or warranty that the Output will be accurate, free of bias or fit for a particular purpose. The Output does not constitute professional legal, financial, medical or programming advice.

D. RESTRICTIONS & ACCEPTABLE USE

1 Prohibited use. In addition to the restrictions in the Agreement, the Customer will not (and will not permit users to): (a) use the AI Services to generate content that is unlawful, harmful, defamatory or pornographic or that promotes violence/discrimination; (b) attempt to “jailbreak”, reverse-engineer the AI Services, carry out prompt injection attacks or extract model weights/parameters; (c) use the AI Services for fully automated decision-making that has legal consequences or similarly significant consequences for persons (e.g. recruitment, credit, housing) in violation of art. 22 GDPR or similar legislation; (d) make it appear that the Output was generated by a human when that was not the case.

2 Pass-through of third-party terms. The Customer acknowledges that the AI Services may rely on third-party models (e.g. OpenAI, Azure, Anthropic). The Customer agrees to comply with the acceptable use policies and safety guidelines of such external providers, as these are updated from time to time.

E. FEES & USAGE LIMITS

1 Usage limits. The Provider reserves the right to impose usage limits (e.g. rate limits, token caps) to safeguard the stability of the service and prevent misuse.

2 Fair use / Overage. If the Customer's use of the AI Services exceeds reasonable volumes or the specific quotas laid down in an order form, the Provider may: (i) limit the Customer's access; (ii) charge overage costs at the rates applicable at that moment; or (iii) after notice, suspend access to the AI Services until usage returns to normal.

F. SUSPENSION & MODIFICATION

1 Immediate suspension. The Provider may immediately suspend the Customer's access to the AI Services if the Provider reasonably believes that the Customer's Input or use: (i) poses a security risk to the AI Services or other customers; (ii) violates this Agreement; or (iii) if this is required by an external model provider.

2 Evolution of the Service. The Customer acknowledges that the underlying AI models develop rapidly. The Provider may update, phase out or replace specific models or features at any time. The Provider will make commercially reasonable efforts to give notice of material changes that affect functionality.

G. LIABILITY & INDEMNIFICATION

1 Specific exclusion of indemnification. The Provider's usual indemnification obligations for infringement of intellectual property do not apply to claims arising out of: (i) the Customer's specific Input; (ii) the Customer's use of Output where a skilled professional would have recognised the problem (e.g. vulnerable code); or (iii) Output that is substantially comparable to content generated for other users due to the generic nature of the prompt.

2 Indemnification by the Customer. The Customer indemnifies and holds the Provider harmless against all claims arising out of the Customer's Input or the use of the Output in violation of this Agreement or applicable law.

16. Changes to the general terms and conditions

A. We may change these General Terms and Conditions during the Agreement.

B. We always inform you at least 30 days before they take effect about changes that are made to our General Terms and Conditions.

C. After this announcement, you have 30 days to object in writing to the change. If you do not agree with a particular change, you have the right to use the previously agreed General Terms and Conditions during the term of the current Agreement. As soon as the current Agreement transitions into a new Agreement, for example through automatic renewal of the Agreement, the most recent General Terms and Conditions of Dialog apply from that moment.

17. Questions

Do you still have questions? Feel free to ask them at support@dialog.nl.

We strive to respond within two working days.