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Yorkville Advisors B.V., trading as Struktürs

DOCUMENT TEXT

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Terms of Service

1. About these Terms

1.1 These Terms of Service ("**Terms**") govern access to and use of the Struktürs platform and related services (the "**Service**"). The Service is provided by **Yorkville Advisors B.V.**, a private limited company incorporated in the Netherlands, registered with the Netherlands Chamber of Commerce (KvK) under number 87502151, with its registered office at Platinaweg 25, 2544 EZ The Hague, the Netherlands, trading as **Struktürs** ("**Struktürs**", "**we**", "**us**", "**our**").

1.2 These Terms form a binding agreement between Struktürs and the organisation that applies for, or subscribes to, the Service ("**Customer**", "**you**", "**your**"). The individual who accepts these Terms on the Customer's behalf confirms that they have authority to bind the Customer.

1.3 The Service is provided for business purposes only. It is not offered to consumers, and you confirm that you are using it in the course of a business, trade or profession.

1.4 These Terms incorporate the **Data Processing Agreement** at strukturs.ai/legal/dpa (the "**DPA**") and the **Sub-processor List** at strukturs.ai/legal/sub-processors. Our **Privacy Policy** at strukturs.ai/privacy explains how we handle personal data for which we are the controller.

1.5 If there is a conflict, the following order applies: (a) a signed order form or written agreement that expressly overrides these Terms; (b) the DPA, for the processing of personal data; (c) these Terms; (d) any documentation.

1.6 We record the version of these Terms that you accept and the date and time you accept it.

2. Definitions

- "**Customer Data**" means all data, documents and content that you or your Users upload to, create in, or submit to the Service, including trial balances, financial records, knowledge articles, questions, board packs and other outputs generated for you.
- "**Workspace**" means the isolated environment provisioned for the Customer, consisting of a dedicated Google Cloud project, storage and database in the region you select.
- "**User**" means an individual whom the Customer authorises to use the Service, including by invitation to the Workspace.
- "**AI Features**" means features of the Service that use machine-learning models to generate, summarise, classify or draft content, including Ask, Board Packs drafting and knowledge capture.
- "**Output**" means content generated by the Service for you, including content generated by AI Features.
- "**Subscription**" means the plan, products, seats (each seat being one named User) and token allowance you purchase.
- "**Workspace owner**" means the User the Customer names as the owner of its Workspace, to whom we send notices.

3. The Service

3.1 Products. The Service comprises the products included in your Subscription, which may include Finance Scaler, Knowledge Scaler, Ask and Board Packs. The features of each product are described on strukturns.ai and in the Service.

3.2 Your Workspace and region. When your Workspace is created you choose its region from the regions we then offer. Your Workspace's storage and database are created in that region and stay there. Some processing takes place outside that region, as described in section 8 and the Privacy Policy.

3.3 Changes to the Service. We develop the Service continuously and may change, add or remove features. We will not make a change that materially reduces the core functionality of a product you subscribe to during the Pilot Period or the current billing period without

giving you at least 30 days' notice and, if you object, the right to cancel and receive a pro-rata refund of prepaid fees for the unused period.

4. Applications, trials and the pilot period

4.1 Application. Access to the Service may be subject to an application and approval. We may decline an application at our discretion.

4.2 Trials. We may offer a trial at our discretion. A trial lasts for the period stated when it is offered (currently 14 days). At the end of a trial, access ends unless you subscribe; your Workspace is then handled as described in sections 15.4, 15.5 and 16.

4.3 Pilot period. Unless we agree otherwise in writing, each paid Subscription begins with a pilot period of **three months** (the "**Pilot Period**"). You commit to pay for the full Pilot Period.

5. Fees, billing and tokens

5.1 Fees. Fees are as shown at checkout or in your order form. Subscriptions are billed **monthly in advance** or **annually in advance**, as you select at checkout. The price of an annual Subscription is fixed for its 12-month term. An annual Subscription runs to the end of its term; notice to cancel it takes effect at the end of that term, and prepaid fees are not refunded except as section 3.3 provides. Prices are stated, and charged, in the currency of your Workspace's market, as shown at checkout or in your order form.

5.2 Payment. Payments are processed by our payment provider, Stripe. You authorise us to charge your chosen payment method for recurring fees and purchases.

5.3 Taxes. Fees exclude VAT and other taxes, which are added where applicable.

5.4 Token allowance and token packs. Each Subscription includes a monthly allowance of AI usage ("tokens"). We warn you when you reach 85% of your allowance. When the allowance is used up, new requests to AI Features pause until your allowance renews or you buy a token pack, where available. Token packs are one-time purchases that do not expire while your Subscription is active; unused tokens have no cash value and are not refunded at the end of your Subscription.

5.5 Plan changes. Upgrades take effect immediately. Downgrades take effect at the start of the next billing period, without a refund for the current period.

5.6 Failed payments. If a payment fails, we will tell you by email and by a notice in the Service, and you keep full access for a **grace period of 2 calendar days** while you update your payment details. If the payment has still not succeeded at the end of the grace period, your Workspace is paused (section 15.4) until it does. Customer Data is not deleted while a Workspace is paused.

5.7 Refunds. Except as set out in sections 3.3, 15.3 and 20.2 and section 6.2 of the DPA, or where required by law, fees are not refundable.

6. Users and accounts

6.1 You are responsible for your Users, for keeping account credentials confidential, and for all activity under your Users' accounts. Each seat may be used by one named User.

6.2 You must notify us promptly at security@struktors.ai of any unauthorised access or suspected security incident affecting your Workspace.

6.3 You control who belongs to your Workspace and what each User may see. You are responsible for the access you grant.

7. Customer Data

7.1 Ownership. You own your Customer Data. Ownership does not change if your Subscription ends.

7.2 Our licence. You grant us a limited, non-exclusive licence to host, copy, process and display Customer Data **only as needed to provide, secure and support the Service for you** and as required by law. We do not sell Customer Data.

7.3 No training. We do not use Customer Data to train or fine-tune any machine-learning model, and we use model providers only on terms that prohibit them from training on it.

7.4 Aggregated learnings. We do not use Customer Data, even in anonymised or aggregated form, to improve the Service for other customers unless you opt in. If you opt in, you may withdraw at any time.

7.5 Service data. We may collect technical and usage data about the operation of the Service (for example, counts, timings and error rates) to run, secure and improve it. Service data does not include the content of Customer Data.

7.6 Your responsibilities. You are responsible for the accuracy and lawfulness of Customer Data, and for having the rights and lawful basis needed to upload it, including any personal data it contains. We do not independently verify the accuracy of financial data you provide.

8. Data protection, data location and AI processing

8.1 Roles. For personal data within Customer Data, you are the controller (or "responsible party") and we are your processor (or "operator"), and the DPA applies. For account, billing, support and website data, we are the controller, as described in the Privacy Policy.

8.2 Where processing happens. Your Workspace's storage and database remain in the region you chose. AI Features, identity, payment, email and support services involve processing outside that region, through the sub-processors and in the locations set out in the Sub-processor List and the Privacy Policy. We will give notice before adding or replacing a sub-processor of Customer Data, as set out in section 6.2 of the DPA.

8.3 South Africa. For Workspaces in South Africa, some processing takes place outside South Africa: AI Features, search indexes, sign-in, billing, administration, email, support and the audit record, in the locations set out in section 6 of the Privacy Policy and in the Sub-processor List. These transfers rely on section 72 of the Protection of Personal Information Act, 2013 (POPIA), as described in the DPA and the Privacy Policy.

9. AI Features and Outputs

9.1 Nature of Outputs. Outputs generated by AI Features are produced by machine-learning models and may be incomplete, inaccurate or out of date. AI Features are identified in the Service.

9.2 Not professional advice. The Service and its Outputs are tools to support your finance team. They are not accounting, audit, tax, legal or investment advice, and they do not replace the judgement of qualified professionals.

9.3 Your review. You are responsible for reviewing Outputs before you rely on them, approve them or share them, including board packs and reports presented to your board or third parties. Where the Service requires a review or sign-off step, that step records your decision; it does not transfer responsibility for the content to us.

9.4 Ownership of Outputs. As between you and us, Outputs generated for you are Customer Data and belong to you, except for our underlying software, templates,

frameworks and licensed content, which remain ours or our licensors'.

10. Acceptable use

You must not, and must not allow anyone to:

- use the Service unlawfully, or to process data you have no right to process;
- attempt to access another customer's Workspace, our infrastructure, or data that is not yours;
- probe, scan or test the vulnerability of the Service without our prior written consent;
- reverse-engineer, decompile or disassemble the Service, except to the extent the law allows despite this restriction;
- introduce malware or code designed to disrupt or damage the Service;
- circumvent usage limits, security controls or AI guardrails;
- use the Service or its Outputs to build a competing product;
- resell, sublicense or provide the Service to third parties, except to your Users, without our written consent; or
- use the Service in a way that impairs its performance for others.

11. Security

We protect the Service and Customer Data with the technical and organisational measures described in the DPA, including a dedicated cloud project for each customer, encryption at rest and in transit, and access controls with audit logging.

12. Intellectual property and feedback

12.1 We and our licensors own the Service, including its software, design, frameworks, templates, licensed content, documentation and brand. These Terms do not transfer any of those rights to you.

12.2 If you give us feedback or suggestions, we may use them without restriction or obligation to you. Feedback does not include Customer Data.

13. Confidentiality

13.1 Each party will keep the other party's confidential information confidential, use it only to perform or receive the Service, and disclose it only to those who need to know it and are bound by equivalent duties, or where required by law. Customer Data is your confidential information.

13.2 These duties do not apply to information that is or becomes public without breach, was already lawfully known to the receiving party, is independently developed, or is lawfully received from a third party without restriction.

14. Pausing access

In addition to section 15.4, we may pause access to all or part of the Service, with notice where reasonably practicable, if: (a) you or your Users breach section 10; or (b) a pause is necessary to prevent harm to the Service, to other customers or to Customer Data, or to comply with law. A pause does not delete Customer Data. We will restore access promptly once the cause is resolved.

15. Term, cancellation and termination

15.1 **Term.** These Terms apply from your acceptance until your Subscription ends and the steps in section 16 are complete.

15.2 **Cancellation by you.** You may cancel by giving at least **30 days' written notice** to support@struktors.ai or legal@struktors.ai. Notice may be given during the Pilot Period, but cancellation takes effect no earlier than the end of the Pilot Period. Your Subscription ends at the end of the billing period in which the notice period expires.

15.3 **Termination by us.** We may terminate your Subscription by giving 30 days' written notice, or immediately by notice if you materially breach these Terms and do not remedy the breach within 14 days of being asked to, or if you become insolvent. If we terminate for convenience, we will refund prepaid fees for the period after termination.

15.4 **Paused Workspace.** When your Subscription or trial ends, or a payment is still outstanding at the end of the grace period in section 5.6, your Workspace is **paused**. While paused, your Users can still sign in and see that the Workspace exists, but cannot open it, view or upload data, or use the Service in it. Customer Data is kept unchanged. A Workspace paused for non-payment is treated, for section 16, as if your Subscription

ended on the day it was paused. If you pay the outstanding fees or renew before your Workspace is deleted, we restore access.

15.5 Closure. If your Workspace remains paused, we may begin closing it. We will tell you before we do so. Closure is the start of the deletion process in section 16.

15.6 Effect. When these Terms end for any reason, your right to use the Service ends, and sections 5 (for fees accrued), 7, 8 (while we hold Customer Data), 9.2, 9.3, 9.4, 12, 13, 16, 17, 18, 19, 21, 22 and 23 continue to apply.

16. Export and deletion of Customer Data

16.1 Export while active. While your Workspace is active, you can download statements, board packs, working papers and other Outputs from within the Service.

16.2 Exit export. When your Subscription ends, or at any time while your Workspace is paused, you may ask us for a complete export of your Customer Data. We will make it available **within 2 business days** of your request (business days being days other than a Saturday, Sunday or public holiday in the Netherlands), through a secure download link. The export contains the files you uploaded, your Workspace's records and Outputs, and your Workspace's audit trail, in standard formats (JSON lines, Parquet and the original file formats), with a SHA-256 manifest so that you can check it is complete. On request, we will encrypt it to a key you provide. The link remains valid for **30 days**.

16.3 Deletion. We delete your Workspace, including its cloud project, storage, database and the records of your Workspace and its members held on our platform, once all of the following apply: you have confirmed that you received your export, or told us you do not want one; at least **30 days** have passed since closure began; and a member of our staff has authorised the deletion. If you do not respond, we delete your Workspace no later than **90 days** after your Subscription ends. Before then we will remind you by email, including a final reminder before deletion. You may ask us to delete it sooner. Residual copies in our sub-processors' backups are then erased on their schedules, which for Google Cloud is within 180 days.

16.4 What we keep. After deletion we keep only the records listed in section 9 of the Privacy Policy, for the periods stated there, including: (a) the audit record described in the Privacy Policy, which identifies who did what and when but contains no document contents, for the periods stated there; (b) billing and tax records, for the period the law requires; and (c) any copy of your Workspace's audit trail held in retention-locked storage, until its retention

period (seven years from creation) ends. Section 13 continues to apply to anything we keep.

17. Warranties and disclaimers

17.1 We will provide the Service with reasonable skill and care, and in accordance with these Terms and the DPA.

17.2 Except as expressly stated in these Terms, the Service and Outputs are provided "as is" and "as available". To the extent permitted by law, we exclude all other warranties, conditions and terms, including as to fitness for a particular purpose. We do not warrant that the Service will be uninterrupted or error-free, or that Outputs will be accurate or complete.

18. Limitation of liability

18.1 Nothing in these Terms limits or excludes liability that cannot be limited or excluded by law, including liability for death or personal injury caused by negligence, for fraud, or for intent or deliberate recklessness.

18.2 Subject to section 18.1, neither party is liable for any indirect or consequential loss, or for any loss of profits, revenue, business, goodwill or anticipated savings, however arising.

18.3 Subject to section 18.1, each party's total aggregate liability arising out of or in connection with these Terms and the DPA, in each period of twelve months, is limited to the fees paid and payable by you for the Service in the twelve months before the event giving rise to the claim, or €10,000, whichever is greater.

18.4 Section 18.3 does not limit your obligation to pay fees.

19. Indemnities

19.1 **By us.** We will defend you against any third-party claim that your use of the Service in accordance with these Terms infringes that third party's intellectual property rights, and pay any damages finally awarded or agreed in settlement, provided that you notify us promptly, give us control of the defence and reasonably cooperate. This does not apply to claims arising from Customer Data, from Outputs you modify, or from combination with anything we did not provide.

19.2 **By you.** You will defend us against any third-party claim arising from Customer Data or from your breach of section 10, and pay any damages finally awarded or agreed in settlement, on the same conditions.

20. Changes to these Terms

20.1 We may update these Terms. We will give at least **30 days' notice** of material changes by email to your Workspace owner and by notice in the Service, unless a shorter period is required by law or for security reasons.

20.2 Updated Terms apply from their effective date. We will ask Users to accept updated Terms in the Service and record that acceptance. If you do not agree to a material change, you may cancel before it takes effect and receive a pro-rata refund of prepaid fees for the unused period.

21. Governing law and disputes

21.1 These Terms and any non-contractual obligations arising out of them are governed by the laws of **the Netherlands**. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

21.2 The courts of **The Hague, the Netherlands**, have exclusive jurisdiction over any dispute arising out of or in connection with these Terms, without prejudice to either party's right to seek urgent interim relief in any competent court.

21.3 Nothing in these Terms excludes rights that the law of the Customer's country of establishment makes mandatory and that cannot be excluded by a choice of law.

22. General

22.1 **Notices.** We send notices to the email address of your Workspace owner. You send notices to legal@strukture.ai, or by post to our registered office, except that notice of cancellation may also be given as set out in section 15.2.

22.2 **Assignment.** Neither party may assign these Terms without the other's consent, except that we may assign them to a group company or to a successor to the business, with notice to you.

22.3 **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, other than payment obligations.

22.4 **Entire agreement.** These Terms, the DPA and any order form are the entire agreement between the parties about the Service and supersede earlier terms, including the Terms of Service effective 2026-03-25 from the date these Terms apply to you.

22.5 **Severability and waiver.** If a provision is invalid, the rest remains in force. A failure to enforce a right is not a waiver of it.

22.6 **Third parties.** No one other than the parties has rights under these Terms.

22.7 **Language.** These Terms are made in English. A translation is for convenience only.

23. Regional terms

23.1 **United Kingdom.** For Customers established in the United Kingdom, references to Data Protection Law (as defined in the DPA) include the UK GDPR and the Data Protection Act 2018.

23.2 **South Africa.** For Customers established in South Africa, references to Data Protection Law include POPIA; "controller" means "responsible party" and "processor" means "operator".

23.3 **European Economic Area.** For Customers established in the EEA, references to Data Protection Law include the EU General Data Protection Regulation (EU) 2016/679 (GDPR).

23.4 **Other regions.** We offer Workspaces only in the regions shown at onboarding. Where we offer the Service in further countries, including the United States and Canada, any terms specific to those countries will be added here before Workspaces are offered there.

24. Contact

Yorkville Advisors B.V., trading as Struktürs Platinaweg 25, 2544 EZ The Hague, the Netherlands Email: legal@strukturs.ai