



General Terms and Conditions of the Matrixian Services.

Effective Date: August 1st, 2026

Last Updated: August 1st, 2026

1. Introduction

These terms and conditions (“Terms”) govern your access to and use of Matrixian’s data, APIs, and software platform and any other manner of provision and/or distribution of the services of Matrixian (“the Services”). By accessing or using these Services you agree to be bound to these terms and conditions. If you do not agree, you may not use the Services.

Consumatix B.V. is the legal entity responsible for the provision of the Services and the contracting party for all Services offered under the name ‘Matrixian’.

2. Services Overview

Matrixian provides:

- Data-driven services and analytics.
- APIs for data access and integration.
- SaaS applications for insights, modeling, and reporting.

We reserve the right to modify, suspend, or discontinue any part of the Services at any time.

3. Account Registration

To access certain features, you must:

- Register an account with accurate and complete information.
- Keep your login credentials and API keys secure.
- Accept responsibility for all activities under your account.

You must notify us immediately of any unauthorized use or security breach.

4. License Grant

Subject to these Terms, Matrixian, grants you a limited, non-exclusive, non-transferable, and non-sublicensable license to:

- Access and use the Services.
- Integrate our APIs into your applications (where permitted).

All rights not expressly granted are reserved by Matrixian.

5. Acceptable Use

You agree not to:

- Use the Services for unlawful or fraudulent purposes.
- Reverse engineer, decompile, or attempt to extract source code.
- Resell, sublicense, or redistribute the Services without permission.
- Interfere with or disrupt system integrity or performance.
- Use the Services to build a competing product.



- Use the Services for any other entity that has not entered into a direct contract with Matrixian and has another Chamber of Commerce number than the entity that has entered into the direct contract with Matrixian.

6. API Usage Terms

When using our APIs:

- You must use valid API credentials.
- You must follow rate limits and documentation.
- You may not:
 - Abuse or overload the API
 - Circumvent security measures
 - Store or cache data beyond permitted limits

We may suspend or restrict API access at our discretion at all times.

7. Data Usage & Responsibilities

7.1 Customer Data

You retain ownership of all data you provide (“Customer Data”).

You are responsible for:

- Ensuring lawful collection and use.
- Compliance with applicable laws, including GDPR.

7.2 Matrixian Data

All datasets, models, and outputs provided by Matrixian remain our intellectual property unless agreed otherwise.

Restrictions may apply to:

- Redistribution.
- Commercial resale.
- Data Enrichment Services.

8. Privacy & Data Protection

Matrixian may collect, process, and store data submitted by you solely for the purpose of providing, maintaining, securing, and improving the Services. All customer and user data remain the property of the respective owner.

If and to the extent Matrixian processes personal data on behalf of you in connection with the Services, such processing shall be subject to Matrixian’s Data Processing Agreement (“DPA”) and its Privacy Policy, attached to these terms and conditions, which are incorporated into and forms part of these terms and conditions.

Matrixian shall implement appropriate technical and organizational measures to protect data against unauthorized access, disclosure, alteration, or loss. Data will not be sold to third parties and will only be shared where necessary for service delivery, legal compliance, or with authorized service providers under confidentiality obligations.

Both parties agree to comply with applicable data protection and privacy laws, including GDPR where applicable. Upon termination of the Services, data will be deleted or anonymized within a commercially reasonable timeframe unless retention is legally required.



9. Fees & Payment

Where applicable:

- Services are billed on a usage basis.
- Fees must be paid within agreed terms.
- Late payments may result in suspension or termination.

All as further specified in the Pricing Policy.

10. Service Availability

We aim to provide reliable Services but do not guarantee uninterrupted access.

We may:

- Perform maintenance,
- Update or modify the platform.
- Experience downtime,

Service Level Agreements (SLAs) may apply separately.

11. Intellectual Property

Matrixian owns all intellectual property in the Services and any related tools. All rights, titles, and interest in the Services remain with Matrixian.

Users do not gain ownership of the Services or the platform content.

You retain ownership of:

- Your applications.
- Your Customer Data.

Any feedback you provide may be used by us without restriction.

12. Confidentiality

Confidential Information

1. Definition

“Confidential Information” means any non-public information disclosed by Matrixian or its affiliates to you, whether orally, visually, in writing, or through the Services, including but not limited to:

- Platform software, APIs, algorithms, and technical documentation.
- Business, marketing, financial, or strategic information.
- User or third-party data received via the Services.
- Any other information designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure.

2. Your Obligations

You agree to:

- Maintain the confidentiality of all Confidential Information using at least the same degree of care that you use to protect your own confidential information, but no less than reasonable care.
- Use Confidential Information solely for purposes of accessing or using the Services in accordance with these Terms.



- Restrict access to Confidential Information to employees, contractors, or agents who need to know it for authorized purposes and who are bound by confidentiality obligations no less restrictive than these Terms.
- Not disclose Confidential Information to any third party without Matrixian's prior written consent.

3. Exceptions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of yours.
- Was lawfully known to you prior to disclosure by Matrixian.
- Is independently developed by you without use of or reference to Matrixian's Confidential Information.
- Must be disclosed pursuant to applicable law, regulation, or valid legal process, provided that you give prompt notice to Matrixian to allow it to seek protective measures.

4. Return or Destruction

Upon termination of your access or upon Matrixian's request, you must promptly return or destroy all Confidential Information and certify in writing that you have done so, except as required to retain information under applicable law.

5. Remedies

You acknowledge that any unauthorized use or disclosure of Confidential Information may cause irreparable harm to Matrixian, and that Matrixian may seek injunctive relief, in addition to any other remedies available at law or in equity.

13. Termination

We may suspend or terminate your access if:

- You violate these Terms.
- You fail to pay applicable fees.
- Required by law.

Upon termination:

- Your right to use the Services terminate immediately.
- All rights to access and use the Services immediately cease. Any continued use thereafter shall be deemed unauthorized and unlawful and Matrixian shall remain entitled to invoice and recover fees incurred as a result of such use, notwithstanding the termination of the Services.
- Your data may be deleted after a reasonable retention period.

14. Disclaimers

The Services are provided "as is" and "as available".

We do not guarantee:

- Accuracy or completeness of data.
- Continuous availability.
- Fitness for a particular purpose.

You are solely responsible for any decisions or outcomes based on your use of the Services or the data.

15. Limitation of Liability

1. No Indirect Damages

To the maximum extent permitted by law, Matrixian and its affiliates are not liable for any indirect,



incidental, special, or consequential damages, including loss of profits, data, or business opportunities, arising from your use of the Services.

2. Liability Cap

Except for claims arising from gross negligence, willful misconduct, or breach of intellectual property or confidentiality rights, Matrixian's total liability shall not exceed the amount you paid for the Services in the 12 months prior to the claim.

3. Legal Exceptions

Nothing in this section limits liability to the extent prohibited by applicable law.

16. Indemnification

You agree to defend, indemnify, and hold harmless Matrixian, its affiliates, licensors, and service providers, including their officers, directors, employees, and agents, from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

1. Your use of the Services in violation of these Terms;
2. Your violation of any applicable law, regulation, or third-party right, including intellectual property, privacy, or confidentiality rights;
3. Any content, data, or materials you provide, upload, or transmit through the Services.
4. Your actions that cause harm to Matrixian, its users, or third parties.

Conditions:

- Matrixian will provide you with prompt written notice of any claim.
- You must cooperate reasonably in the defense or settlement of the claim.
- You may control the defense and settlement of any claim, provided it does not involve a settlement that imposes any obligation or admission of liability of Matrixian without its prior written consent.

17. Changes to These Terms

We may update these Terms from time to time.

We will notify you via:

- Email.
- Platform notifications.

Continued use of the Services constitutes acceptance of updated Terms.

18. Governing Law

These Terms are governed by the laws of the Netherlands.

Any disputes shall be subject to the exclusive jurisdiction of the courts of Amsterdam.

19. Contact Information

Matrixian

Transformatorweg 104, 1014 AK Amsterdam, The Netherlands

info@matrixian.com

Chamber of Commerce (KvK) Number: 64081176

20. Related Documents

- Pricing Policy



Pricing Policy – Matrixian Services.

Effective Date: August 1st, 2026

Last Updated: August 1st, 2026

1. Introduction

This Pricing Policy outlines the fees, billing structure, and payment terms for the use of Matrixian Group B.V. (“Matrixian”, “we”, “us”, or “our”) data services, APIs, and SaaS platform (the “Services”).

By using our Services, you agree to this Pricing Policy in addition to our Terms of Use.

2. Pricing Model

Matrixian offers a combination of:

2.1 Usage-Based Pricing

- Charges based on actual consumption, such as:
 - API calls.
 - Data volume processed.
 - Number of transactions or requests.

2.2 Subscription Plans

- Fixed recurring fees (monthly or annually).
- Access to platform features, dashboards, and tools.
- May include usage allowances.

3. Free Trials & Tier

We may offer:

- Free trials for a limited period with limited usage.
- Free usage tiers with restricted functionality or limits.

We reserve the right to:

- Modify or terminate free offerings at any time.
- Require payment details to continue after trial expiration.

4. Fees & Billing

- All fees are charged in **EUR (€)** unless stated otherwise.
- Billing occurs:
 - In advance for subscriptions.
 - In arrears for usage-based charges.

You agree to:

- Provide accurate billing information.
- Keep payment details up to date.

5. Payment Terms

- Payment is due within the agreed invoice period of 14 days.
- Payments must be made via approved payment methods.

Failure to pay may result in:

- Suspension of Services.
- Termination of your account.
- Additional collection costs.

6. Rates and Price Adjustments

6.1. Principle

The rates for the Services are specified in the Order Form or otherwise agreed upon in writing. Unless explicitly agreed otherwise, all rates are exclusive of VAT and other government-imposed taxes or levies.

6.2. Annual Indexing

Matrixian is entitled to index the rates annually as of January 1st in accordance with the increase in the consumer price index (CPI) "All households", as published by Statistics Netherlands (CBS). If the CBS no longer publishes the relevant index, an index that is as comparable as possible shall be applied. An annual indexing shall not be considered a price change as referred to in Article 12 of the Order Form.

6.3. Interim Adjustments

Without prejudice to the annual indexing, Matrixian is entitled to adjust the rates in the interim if there is an objectively justified reason for doing so. Such reasons include, among others, if:

- a. laws or regulations change;
- b. the costs of performing the Services substantially change;
- c. suppliers or subcontractors increase their rates;
- d. cloud, hosting, licensing, energy, personnel, or security costs increase substantially;
- e. the volume, nature, or intensity of the Services purchased changes;
- f. additional functionalities, security measures, or legal obligations are implemented;
- g. the agreed rates are no longer reasonably proportionate to the nature, volume, or costs of the Services.

6.4. Third-Party Costs

If Matrixian depends on third-party products or services for the performance of the Agreement and the rates of these products or services change, Matrixian is entitled to pass these costs on to the Customer in whole or in part.

6.5. Excess Usage

If the usage of the Services exceeds the agreed volumes, numbers of users, transactions, API calls, storage capacity, or other agreed limits, Matrixian is entitled to charge the rates applicable at that time for such excess usage.

6.6. Procedure

Matrixian shall announce a material price change in writing or electronically (via email, platform notifications, website updates) at least sixty (60) days prior to the effective date. Insofar as the price change qualifies as a material change within the meaning of Article 12 of the Order Form, the termination right included therein shall apply.



7. Taxes

- All prices are exclusive of VAT unless stated otherwise.
- VAT and other applicable taxes will be added in accordance with EU regulations.
- You are responsible for any applicable taxes in your jurisdiction.

8. Refunds & Credits

Unless otherwise agreed:

- Fees are **non-refundable**.
- No refunds for:
 - Partial billing periods
 - Unused usage quotas

Exceptions may be made at our sole discretion or where required by law.

9. Overage Charges

If you exceed your plan limits:

- Additional usage will be billed at standard rates
- We may:
 - Automatically charge overages, or
 - Require plan upgrades.

We may notify you when approaching limits, but this is not guaranteed.

10. Suspension for non-payment

We reserve the right to:

- Suspend access to Services for overdue accounts.
- Charge of interest or late fees where legally permitted.

Access will be restored once payment is received.

11. Enterprise Agreements

If you have a separate written agreement with Matrixian:

- That agreement will take precedence over this Pricing Policy.
- Custom terms may include Custom billing arrangements.

12. Currency & International Use

- Default currency is EUR (€)
- Additional fees may apply for currency conversion or international payments

13. Changes to This Policy

We may update this Pricing Policy from time to time.

The latest version will always be available on our website.