General terms and conditions MyTemenos B.V.

Who are we?

We are MyTemenos B.V. (**MyTemenos**). Our address is Hof van Delftstraat 22, 2631 AH, Nootdorp. We are registered with the Chamber of Commerce (*Kamer van Koophandel*) under number 42033350.

What do we do?

We offer you access to our software with which you access AI-powered conversational agents. The Platform offers various thematic environments ("Rooms"), each configured with distinct conversational frameworks rooted in the principles and methodologies of Jungian psychoanalysis and depth psychology, including but not limited to concepts such as archetypes, the shadow, individuation, active imagination, dream analysis, and the collective unconscious. Users interact with the AI through text-based dialogue within these Rooms. The Platform is intended as an educational and self-reflective tool for personal exploration and development. It is designed to facilitate self-inquiry and reflection through AI-assisted dialogue inspired by the depth psychology tradition. The Provider may add, modify, or retire Rooms and conversational frameworks at its discretion, and may update, adjust, or improve the AI models and system configurations underlying the Platform from time to time without prior notice. The Platform is not:

(a) a form of psychotherapy, psychological treatment, counselling, or mental healthcare;

(b) a diagnostic tool for any psychological, psychiatric, or medical condition;

(c) a substitute for the advice, diagnosis, or treatment of a licensed psychologist, psychotherapist, psychiatrist, or other qualified healthcare professional;

(d) operated, supervised, or reviewed by licensed mental health practitioners. The AI-generated responses are produced by automated systems and do not reflect the professional judgment of a human therapist or clinician. No therapeutic relationship, whether express or implied, is established between the user and the Provider through use of the Platform. The Platform is not suitable for use in crisis situations. Users experiencing acute psychological distress, suicidal thoughts, or any mental health emergency should contact their local emergency services or a

qualified mental health professional immediately. The Provider does not monitor user interactions for signs of crisis and accepts no responsibility for identifying or responding to such situations. (**Temenos**).

What are you reading?

These are our general terms and conditions (the **Terms**). You can also find them on (the **Website**). In the **Privacy Policy** on our Website, we explain how we protect your personal data. Please take the time to read this carefully, as it includes important information about how we collect and use your data and why we do so.
When we refer to *you* in these Terms, we mean you as a user of our Temenos.

Questions?

If you have any questions regarding these Terms or Temenos, do not hesistate to contact us by sending an email to support@mytemenos.ai.

1. Applicability of these Terms

1.1. These Terms apply to every offer and agreement we make with you and any use of Temenos.

1.2. We reserve the right to change the Terms. We will notify you of any material changes to these Terms at least 30 days before they take effect, by email or through a notification within Temenos. If you do not agree with the changes, you may cancel your Subscription before the changes take effect. If you continue to use Temenos after the changes take effect, you are deemed to have accepted the amended Terms.

1.3. Arrangements that deviate from these Terms will only be applicable if they have been agreed on by us in writing (including email).

2. Temenos

2.1. MyTemenos offers you access to Temenos with which you can access AI-powered conversational agents. The Platform offers various thematic environments ("Rooms"), each configured with distinct conversational frameworks rooted in the principles and methodologies of Jungian psychoanalysis and depth psychology, including but not limited to concepts such as archetypes, the shadow, individuation, active imagination, dream analysis, and the collective unconscious. Users interact with the AI through text-based dialogue within these Rooms. The Platform is intended as an educational and self-reflective tool for personal exploration and development. It is designed to facilitate self-inquiry and reflection through AI-assisted dialogue inspired by the depth psychology tradition. The Provider may add, modify, or retire Rooms and conversational frameworks at its discretion, and may update, adjust, or improve the AI models and system configurations underlying the Platform from time to time without prior notice. The Platform is not:

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(d) operated, supervised, or reviewed by licensed mental health practitioners.

The AI-generated responses are produced by automated systems and do not reflect the professional judgment of a human therapist or clinician. No therapeutic relationship, whether express or implied, is established between the user and MyTemenos through use of the Platform.

The Platform is not suitable for use in crisis situations. Users experiencing acute psychological distress, suicidal thoughts, or any mental health emergency should immediately contact their local emergency services or a qualified mental health professional. In the Netherlands, you can reach 113 Zelfmoordpreventie (113 or 0900-0113) or 112 for emergencies.

MyTemenos does not monitor user interactions for signs of crisis and accepts no responsibility for identifying or responding to such situations.

2.2. We offer our Temenos only to Consumers. **Consumer** means: any person not acting in the exercise of a profession or business.

2.3. All responses and content generated within Temenos are produced entirely by artificial intelligence systems. No human operator is involved in generating, reviewing, or approving AI responses in real time. In accordance with the EU Artificial Intelligence Act, we inform you that your interactions within Temenos constitute interactions with an AI system. The AI models underlying Temenos may produce responses that are inaccurate, incomplete, or inappropriate. You should not rely on any AI-generated response as factual, professional, or personalised advice.

3. Subscriptions and cancellation

3.1. Before the use of Temenos you must enter into an agreement with us (**Subscription**). You can find more information about our Subcriptions on our Website.

3.2. The term of the Subscription (**Subscription Period**) will be agreed during the application procedure. The Subscription will commence on the date as agreed during the application procedure (**Start Date**).

3.3. At the end of your Subscription Period, the Subscription will be automatically renewed always for the period of 1 month.

3.4. You can cancel your Subscription before the end of the Subscription Period. You can cancel within the application itself or by sending an email to support@mytemenos.ai. If you have subscribed through a third-party application store (such as the Apple App

Store or Google Play Store), you must cancel your Subscription through that store's subscription management. The cancellation terms of the respective store may apply in addition to these Terms.

4. Prices

4.1. All prices communicated by us are *including* any expenses and VAT.

4.2. Listed prices and rates of our Subscriptions may change from time to time. The price change will take effect 1 month after its announcement.

4.3. If you do not agree with the price change, you may cancel your Subscription within 1 month. The Subscription will then end on the date the price change takes effect.

5. Payment and collection charges

5.1. You must provide us with a valid means of payment to use Temenos. We will debit the applicable Subscription fee in accordance with the billing cycle of your chosen Subscription plan (monthly or annually) around the day on which your Subscription commenced. Details of the billing cycle and applicable fees are set out on the Website.

5.2. If a payment is due but not paid, we will first send a reminder, followed by a request for payment. If the payment is not made within the stipulated payment period, you will be in default. If you are in default, we are entitled to charge statutory interest. The interest on the payable amount is calculated from the moment that the payment is due, until the moment that the payable amount has been paid by you in full.

5.3. If you are in default, we have the right to (temporarily) block your account, until you fulfill your payment obligation.

5.4. If you are in default, you will also owe us all extrajudicial collection costs. For an outstanding amount up to EUR 267, these costs will be EUR 40. For a higher amount, the collection costs will be calculated on the basis of the outstanding amount.

6. Use of Temenos

6.1. To access Temenos, you must make an account on our Website.

6.2. You are responsible for choosing the correct means of identification, such as your e-mail address, and for choosing a strong password.

6.3. You must be at least 18 years of age to use Temenos. By creating an account, you confirm that you are at least 18 years old. If we become aware that a user is under 18, we will terminate their account and delete their data.

6.4. You may only create a personal account for yourself. You may not give others access to (a backup copy of) Temenos.

6.5. You need to keep your account details and password confidential. You are responsible for all activities on your account after it has been logged in with your account details and passwords, unless you have reported that your account has been compromised as soon as you become aware of it.

6.6. You can delete your account through the settings menu in Temenos (on the Website or in the App) or by sending us an email at support@mytemenos.ai. If you delete your account, this will not constitute a termination or suspension of your payment obligations to us for the current Subscription Period. Upon account deletion, your conversation data will be permanently deleted or anonymized as soon as possible but at minimum within 30 days in accordance with our Privacy Policy.

7. Availability and maintenance of Temenos

7.1. We will do our best to keep Temenos up and running 24 hours a day, 7 days a week, during the time that you have a Subscription. We are responsible for the availability and maintenance of the Temenos.

7.2. During maintenance, Temenos may be partly or fully unavailable. We will endeavour to notify you in advance where reasonably practicable. In urgent cases, such as security incidents or critical system failures, maintenance may take place at any time without prior notice.

7.3. We have the right to change Temenos. This includes changing, removing or adding certain features or functionalities of Temenos.

7.4. We do not guarantee that Temenos is completely free of errors. Please inform us immediately of any errors, bugs or malfunctioning of Temenos. You can reach out to us by sending an email to support@mytemenos.ai. We will then do our utmost to resolve your problem as soon as possible.

8. Exclusion

8.1. We reserve the right to terminate the Subscription and exclude you from any (further) use of the Temenos, if we have a legitimate reason to do so. In that case, we are not obliged to (re)pay any amounts already collected or any compensation. A legitimate reason is in any case if:

a) you violate applicable laws and regulations or these Terms;

b) you fail to meet your payment obligations from the Subscription;

c) you are using Temenos for a purpose for which it is clearly not intended.

8.2. In the event of exclusion under clause 8.1., we will refund any prepaid Subscription fees on a pro-rata basis for the remaining unused portion of the Subscription Period. We are not obliged to pay any further compensation.

9. Third Parties

9.1. We have the right to employ third parties to partially perform our duties, if we are of the opinion that this is necessary for the due exercise of our Platform or Services. Sections 7:404 of the Dutch Civil Code (*DCC*) (*performance of service by a specific person*), 7:407 paragraph 2 DCC (*joint liability*) and 7:409 DCC (*death of a particularly assigned service provider*) are not applicable.

10. Force Majeure

10.1. We will not be liable if we are unable to fulfil our obligations under the Subscription due to force majeure. Force majeure includes, but is not limited to, non-attributable failures of third parties engaged by MyTemenos, cyberattacks, internet or infrastructure failures, pandemics, natural disasters, and government measures.

10.2. If the force majeure lasts longer than 3 months, you may terminate your Subscription in writing. In this case, there is no right to compensation. We will send you an invoice for the (unpaid) period in which you used Temenos.

11. Intellectual property

11.1. We (or our licensors or suppliers) are the exclusive owners of all existing and future intellectual property, such as copyrights, trademarks, design rights, patents, source codes and know-how, which rest on Temenos and our Website or are the fruits thereof.

11.2. You only get the right to use Temenos. You cannot claim the intellectual property rights mentioned in paragraph 1. The right to use Temenos is not exclusive and it is not permitted to transfer or license the right to use Temenos.

12. Confidentiality and privacy

12.1. We are obliged to keep all your Confidential Information confidential. By Confidential Information we mean any information that you have indicated is confidential or of which the confidential nature reasonably follows from its content, including but not limited to the content of your conversations within Temenos.

12.2. We process your personal data in accordance with the General Data Protection Regulation (GDPR) and the Dutch GDPR Implementation Act (Uitvoeringswet AVG, UAVG). Please see our Privacy Policy on the Website for full details on how we collect, use, store, and protect your personal data.

12.3. Conversations within Temenos may contain data relating to your mental health, psychological state, dreams, or personal reflections. Such data may constitute special category data within the meaning of Article 9 of the GDPR. We will only process such data on the basis of your explicit consent, which will be requested separately before you first use Temenos. You may withdraw your consent at any time by contacting us at support@mytemenos.ai, in which case we will cease processing such data, although this may affect your ability to use Temenos.

12.4. We will retain your conversation data for as long as your account is active or as otherwise set out in our Privacy Policy. You may delete your conversation data at any time through the data management functionality within Temenos. Upon deletion of your account, we will permanently delete or anonymize any remaining conversation data within 30 days, unless retention is required by law.

12.5. You have the right to access, rectify, erase, and port your personal data, as well as the right to restrict processing, in accordance with the GDPR. You can exercise your right to data portability and your right to erasure directly through the "Export Data" and "Delete Data" functions available in the settings menu of Temenos. For all other requests relating to your personal data, you can contact us at support@mytemenos.ai.

13. User Content and Conversation Data

13.1. You retain ownership of any text, prompts, or other content you submit through Temenos ("User Content"). By using Temenos, you grant MyTemenos a limited, non-exclusive, royalty-free licence to process your User Content solely for the purpose of providing and operating Temenos.

13.2. We may use anonymized and aggregated data derived from your use of Temenos for the purpose of improving, developing, and training our AI models and services, provided that such data cannot be traced back to you as an individual. This processing is based on our legitimate interest in improving our services. You may object to this processing at any time by contacting us at support@mytemenos.ai.

14. Cookies and Similar Technologies

14.1. Our Website and Platform use cookies and similar technologies. When you access Temenos through a mobile application, we may use equivalent technologies such as local storage and device identifiers for the same purposes. For information about which cookies and similar technologies we use and why, please refer to the Cookies section of our Privacy Policy.

15. Liability and indemnification

15.1. We are not liable for any damage resulting from your reliance on AI-generated responses within Temenos, including but not limited to decisions relating to your mental health, personal relationships, or wellbeing. All actions you take on the basis of information provided through Temenos are at your own risk.

15.2. We are not liable for damages caused by improper or unlawful use of Temenos by you or third parties.

15.3. We are not liable in the event of force majeure, as set out in the section entitled "Force Majeure".

15.4. Subject to the foregoing, we are only liable for direct damages that are directly and exclusively the result of an attributable shortcoming on our part in the performance of the Subscription.

15.5. Our total aggregate liability under or in connection with these Terms shall in no event exceed the total Subscription fees paid by you in the twelve (12) months preceding the event giving rise to the liability.

15.6. We will ensure careful storage of your data. However, we are not liable for damage or loss of data stored with us or with third parties engaged by us, except where such damage or loss is caused by our intent or gross negligence.

15.7. The limitations of liability set out in this section do not apply if and insofar as the damage is the result of intent or gross negligence on our part.

15.8. You shall indemnify and hold us harmless from any third-party claims, including but not limited to fines, costs, and damages, arising from or relating to your use of Temenos or any breach of these Terms by you.We are not liable for any damage or other adverse consequences resulting from the use or inaccessibility of (information on) our Website or

Temenos. All actions you take on the basis of our Website or Temenos are for your own account and risk.

16. Miscellaneous

16.1. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision of these Terms. Any such invalid or unenforceable provision will be replaced by a provision that is considered to be valid and enforceable and which' interpretation will be as close as possible to the intent of the invalid provision.

16.2. You are not allowed to assign or transfer any rights and obligations on account of Temenos or these Terms without prior written approval of us.

17. Applicable law

Dutch law.

18. Competent court

The Court of Den Haag, the Netherlands has jurisdiction to hear all disputes or claims ensuing from these Terms. You may, within one month after MyTemenos has invoked the jurisdiction of this court, choose the court that has jurisdiction under the law.