

Terms of Service

These terms apply to our consultancy engagements and to the use of Claire. Where a quotation or order confirmation agrees something else, that agreement prevails.

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The current version of this document lives at <https://dataflowr.nl/en/terms>.

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1. Scope

These terms apply to every offer and every agreement of DataFlowr B.V., and to the use of our website and of Claire. Where a signed quotation or order confirmation departs from them, what it says applies.

Your own purchasing conditions do not apply unless we have accepted them in writing.

2. What we deliver

Our work comes in two forms.

- **Consultancy.** Implementation and optimisation within Exact Online Premium, integrations, workflow orchestration, RPA and training. We record the scope per engagement in a quotation or order confirmation.
- **Claire.** A subscription to the AI layer on top of your own Exact Online administration, used through app.dataflowr.nl and through MCP clients such as Claude, ChatGPT and Microsoft Copilot.

We carry out a consultancy engagement as a best-efforts obligation, with the care you may expect from a specialist. We guarantee a specific result only where the order confirmation says so in as many words.

3. What we need from you

For a consultancy engagement we work with what you supply: access, documentation and the information we ask for. You make sure that information is correct, complete and with us on time, including when it comes from third parties.

If an engagement overruns because information is missing or wrong, the extra hours and costs are for your account. We may suspend the work until we have what we need. An agreed delivery date is only a firm deadline where we have agreed that in writing.

4. Your account

Claire requires an account, and you connect your own Exact Online administration to it. You are responsible for what happens under your account and you keep your credentials to yourself. If you share an account with colleagues, we can no longer attribute an action to one person.

If you suspect someone else can reach your account, tell us at once and we will block access.

We communicate electronically. Messages about your subscription and the service go to the email address on your account, so make sure that address is correct.

5. Using Claire, and what stays yours to do

Claire drafts her answers with a language model. A language model can be wrong, including when the answer sounds certain. So the following applies.

- **Your administration stays yours.** Your entries, your filings and your annual accounts remain your responsibility. Claire is a tool, not an accountant and not a tax adviser.
- **Review before you approve.** Claire writes nothing to Exact Online without your approval. That approval is the moment you check the proposal.
- **Use within the law.** You do not use the service for unlawful purposes, nor in a way that overloads our systems or those of Exact Online.
- **No resale.** You do not resell access and do not pass it to third parties outside your organisation, unless your subscription allows for it or we agree otherwise.

6. Pricing, payment and term

Subscription prices are listed on the Claire page and exclude VAT. A subscription runs by the month and can be cancelled monthly. You cancel in your account, and the cancellation takes effect at the end of the current period. We do not refund a period already invoiced.

Subscriptions are collected through our payment provider. Consultancy is invoiced as set out in the quotation, with a payment term of 14 days. If you pay late, we may charge statutory commercial interest and collection costs. If an invoice stays unpaid after a reminder, we may suspend the work until it is paid, and we may ask for an advance on an engagement.

If you disagree with an invoice or are unhappy with delivered work, tell us within 30 days. We then look for a solution together first. A complaint does not suspend your obligation to pay.

We may adjust our prices. We announce an increase at least a month in advance, so you can cancel with effect from the date it takes hold.

7. Availability and maintenance

We keep Claire available as best we can, but we promise no uninterrupted availability. We announce maintenance where we can. Claire also runs on the Exact Online API: if that goes down or changes, the service feels it. We put that right as quickly as we manage.

We may change or retire functionality. If something you rely on disappears, we say so in advance.

8. Force majeure

If we cannot deliver because of something beyond our control, such as an outage at Exact Online, our hosting provider or a model provider, a power or network failure or a government measure, our obligations are suspended for as long as that situation lasts.

If the force majeure persists, either of us may terminate the agreement in writing with immediate effect, without owing damages. Work already delivered before the force majeure is still invoiced.

9. Intellectual property

All rights to the website, to Claire, to our connectors and to the material we deliver alongside them remain with DataFlowr. You receive a right of use that runs for as long as your subscription or engagement runs and that you may not transfer to anyone else.

Your data stays yours. What sits in your Exact Online administration and what you ask Claire does not become our property.

10. Confidentiality and personal data

What we learn about your organisation during an engagement we keep confidential, including after the engagement ends.

Where we process personal data from your administration for Claire, we do so as a processor acting on your instructions. The data processing agreement that governs this is a standard part of every Claire subscription; the list of sub-processors is available on request.

How we process personal data we are ourselves responsible for is set out in our [privacy policy](#).

11. Liability

We are not liable for indirect damage, including lost profit, missed savings, consequential loss and damage from loss of data.

Our liability is limited, per event and per calendar year, to the amount you paid us in the twelve months before the damage for the service the damage arises from. That limit falls away in the case of intent or wilful recklessness on our part.

We are not liable for the consequences of an entry you approved, or of a decision you based on an answer from Claire. See the article above on what stays yours to do.

Any claim against us lapses twelve months after the moment you became aware of the damage, or reasonably could have been.

12. Cancellation and termination

You cancel a subscription in your account, with effect from the end of the current month. We may suspend or terminate an account if you breach these terms or if an invoice stays unpaid after a reminder.

After termination you revoke the connection to Exact Online, or we do. We delete your data on the periods set out in the privacy policy. If you ask for an export of your conversations beforehand, we provide one.

13. Changes to these terms

We may amend these terms. We publish the new version on this page, with the date of the change at the top. If a change materially affects you, we announce it at least a month in advance and you can cancel with effect from the date it takes hold.

14. Governing law

Dutch law applies to these terms and to our agreements. We bring disputes before the competent court in Noord-Holland, unless the law designates another court.

These terms and the privacy policy exist in Dutch and in English. Where the two texts differ, the Dutch text prevails.

For questions about these terms, write to info@dataflowr.nl.

Company details

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