ADOPTAI TERMS AND CONDITIONS

Last update: 01-01-2026

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1. INTRODUCTION AND SCOPE

1.1 Identification of the company

These terms and conditions (the "Terms and Conditions") apply to all offers, quotations, agreements and services provided by:

AdoptAI (hereinafter "AdoptAI" or "we")
Registered office: Dr. Willem Meersstraat 19, B-3730 Bilzen-Hoeselt
Company number: BE1024.331.381
E-mail: info@adoptai.be
Website: www.adoptai.be

1.1 Scope

1.2.1 These General Terms and Conditions apply to all legal relationships between AdoptAI and any legal entity or natural person acting in the context of their professional or business activities (the "**Customer**"), including but not limited to:

- The provision of AI-related consultancy services;
- The sale and distribution of software subscriptions, including the LegalFly Solution;
- Implementation, training and support services;
- All other services offered via the website and other channels.

1.2.2 The Customer's General Terms and Conditions are expressly excluded, unless otherwise agreed in writing.

1.2.3 By placing an order or using the services of AdoptAI, the Customer acknowledges and accepts these General Terms and Conditions.

1.3 Order of precedence of documents

In the event of any conflict, the following order of precedence shall apply (in descending order of priority):

1. The specific Quotation or Order Form;
2. Any Data Processing Agreement (DPA);
3. These General Terms and Conditions;

4. For LegalFly products: the General Terms and Conditions of LegalFly as published on https://www.legalfly.com/terms-conditions.

1.4 Amendments

AdoptAI reserves the right to unilaterally amend these General Terms and Conditions. Amendments will be communicated in writing (including by email) at least thirty (30) days in advance. If the Customer does not agree with the amendments, they may terminate the agreement within fifteen (15) days of notification. In the absence of timely termination, the amended terms and conditions shall be deemed to have been accepted.

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2. DEFINITIONS

For the purposes of these General Terms and Conditions, the following terms shall have the meanings set out below:

"AI Solution" means any software, tool or platform supplied or distributed by AdoptAI that uses artificial intelligence, machine learning or related technologies, including the LegalFly Solution.

"Services" means all services provided by AdoptAI to the Customer, including consultancy, implementation, training, support and the provision of software subscriptions.

"Documentation" means all documentation, manuals and instructions provided by AdoptAI or its suppliers in relation to the AI Solution.

"End User" means any natural person authorised by the Customer to use the AI Solution.

"Intellectual Property Rights" means all patents, copyrights, database rights, trademark rights, trade names, know-how, trade secrets and all other intellectual property rights, whether registered or unregistered.

"Customer Data" means all documents, materials, data and information uploaded, entered or processed by or on behalf of the Customer via the AI Solution.

"LegalFly Solution" means the legal AI software developed and offered by LegalFly, for which AdoptAI acts as an authorised reseller within Belgium, the Netherlands and Luxembourg.

"Quotation" means any quotation, price quotation or order form issued by AdoptAI.

"Agreement" means the agreement between AdoptAI and the Customer, consisting of the Quotation, these General Terms and Conditions and any appendices.

"Party" means AdoptAI or the Customer, and **"Parties"** means AdoptAI and the Customer jointly.

"Professional Services" means implementation, configuration, training and support services.

3. OFFERS AND CONCLUSION OF THE AGREEMENT

3.1 Quotations

3.1.1 All quotations issued by AdoptAI are without obligation and valid for thirty (30) days, unless otherwise stated.

3.1.2 Quotations are based on the information provided by the Customer. If this information proves to be incorrect or incomplete, AdoptAI reserves the right to adjust the quotation.

3.2 Formation

3.2.1 The Agreement is formed at the moment of written acceptance of the Quotation by the Client, or at the moment AdoptAI receives the first payment.

3.2.2 Verbal commitments or agreements are only binding on AdoptAI after written confirmation.

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4. DISTRIBUTION OF THE LegalFly SOLUTION

4.1 Role of AdoptAI

4.1.1 AdoptAI acts as an authorised, non-exclusive reseller of subscriptions to the LegalFly Solution for the territory of Belgium, the Netherlands and Luxembourg, based on a Reselling Partner Agreement with LegalFly.

4.1.2 AdoptAI sells subscriptions to the LegalFly Solution in its own name and on its own behalf. The Customer acknowledges that the LegalFly Solution is offered as software-as-a-service (SaaS) on a subscription basis.

4.2 Applicable terms and conditions

4.2.1 The use of the LegalFly Solution by the Customer and its End Users is subject to the express acceptance of LegalFly's General Terms and Conditions as published on https://www.legalfly.com/terms-conditions.

4.2.2 In the event of any conflict between these General Terms and Conditions and LegalFly's General Terms and Conditions with regard to the use of the LegalFly Solution, LegalFly's terms and conditions shall prevail.

4.3 Obligations of AdoptAI

AdoptAI undertakes to:

- Provide implementation services for the LegalFly Solution;
- Provide first-line support to the Customer;
- Monitor the customer relationship and customer success.

4.4 No direct guarantee from LegalFly

The Customer acknowledges and accepts that LegalFly has no contractual relationship with the Customer. All guarantees, statements and obligations of LegalFly are provided exclusively through AdoptAI and are subject to the limitations set out in these General Terms and Conditions and the terms and conditions of LegalFly.

5. ACCESS, USE AND RESTRICTIONS

5.1 Licence Grant

5.1.1 During the Subscription Period, AdoptAI grants the Customer and its Affiliated Companies a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to:

- Access and use the AI Solution in accordance with the Documentation;
- Use the AI Solution solely for the Customer's internal business purposes;
- Make a reasonable number of copies of the Documentation for permitted use.

5.1.2 The Quotation specifies the maximum number of End Users. Exceeding this number without prior approval entitles AdoptAI to charge additional fees.

5.2 Restrictions on Use

The Customer undertakes and warrants that it and its End Users:

(i) Will not copy, adapt, modify, translate or create derivative works of the AI Solution without express permission;

(ii) will not exceed the permitted number of users or other restrictions;

(iii) will not sell, resell, sublicense, lease or transfer the rights under this Agreement to third parties;

(iv) not decompile, reverse engineer or otherwise attempt to discover the source code of the AI Solution, except to the extent expressly permitted by mandatory law;

(v) not use the AI Solution to send spam or unsolicited communications;

(vi) Not interfere with the integrity or operation of the AI Solution;

(vii) Not attempt unauthorised access;

(viii) Not use the AI Solution in a manner that infringes the intellectual property rights of third parties or to store unlawful content;

(ix) Not use automatic extraction techniques (robots, scrapers, etc.);

(x) Not remove or alter copyright notices or other proprietary notices.

5.3 Accountmanagement

5.3.1 The Customer is responsible for creating and managing accounts, maintaining a list of authorised End Users and ensuring the confidentiality of login details.

5.3.2 A single login may not be shared by multiple End Users.

5.3.3 The Customer shall immediately inform AdoptAI if unauthorised access is suspected.

5.3.4 The Customer indemnifies AdoptAI against all claims arising from the use or misuse of accounts and login details.

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6. OBLIGATIONS OF THE CUSTOMER

6.1 General obligations

The Customer undertakes to:

(i) Use the AI Solution exclusively in accordance with this Agreement;

(ii) Comply with all applicable laws and regulations;

(iii) Ensure adequate network connections and technical infrastructure;

(iv) Take measures to prevent viruses and malicious software;

(v) Make regular backups of Customer Data;

(vi) Use the AI Solution with due care and as a reasonable business operator.

6.2 Responsibility for End Users

The Customer is responsible for ensuring that its End Users comply with this Agreement and indemnifies AdoptAI against all claims arising from violations by End Users.

6.3 Duty to provide information

The Customer shall provide AdoptAI with all necessary information, documentation and cooperation reasonably required for the performance of the Services.

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7. CUSTOMER DATA

7.1 Ownership

The Customer retains exclusive ownership of and/or rights to all Customer Data.

7.2 Licence to AdoptAI

The Customer grants AdoptAI a worldwide, non-exclusive, royalty-free licence to collect, store, maintain, modify and process Customer Data to the extent necessary for the provision of the Services.

7.3 Responsibility

7.3.1 The Customer is responsible for the accuracy, quality, integrity, lawfulness and reliability of the Customer Data.

7.3.2 The Customer guarantees that the Customer Data has been obtained lawfully and that its upload and processing does not infringe on the rights of third parties.

7.4 No training with Customer Data

Customer Data will not be used to train AI models without the express consent of the Customer.

7.5 Aggregated data

AdoptAI may use anonymised and aggregated data derived from the use of the AI Solution for analysis, benchmarking and other business purposes, provided that this data does not identify the Customer.

7.6 Indemnification

The Customer indemnifies AdoptAI against all claims from third parties arising from the use, misuse or unauthorised processing of Customer Data.

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8. INTELLECTUAL PROPERTY RIGHTS

8.1 Ownership AdoptAI and suppliers

8.1.1 All Intellectual Property Rights to the AI Solution, the underlying software, algorithms, technology, platforms, Documentation and all modifications, improvements and derivative works thereof remain the exclusive property of AdoptAI and/or its suppliers (including LegalFly).

8.1.2 The Customer shall only acquire the rights of use expressly granted in this Agreement. No transfer of Intellectual Property Rights shall take place.

8.2 Ownership by the Customer

The Customer shall retain all Intellectual Property Rights to the Customer Data and all content uploaded by the Customer.

8.3 Feedback

If the Customer provides suggestions, improvement proposals or other feedback, the Customer grants AdoptAI a royalty-free, worldwide, transferable, sublicensable, irrevocable and perpetual licence to freely use, copy, modify and incorporate this feedback into products and services.

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9. WARRANTIES AND DISCLAIMERS

9.1 Limited warranty

9.1.1 AdoptAI shall provide the Services with reasonable care and skill, in accordance with generally accepted professional standards.

9.1.2 Notwithstanding the foregoing, AdoptAI does not warrant that:

- The AI Solution will function uninterrupted or error-free;
- The AI Solution will meet the Customer's specific needs;
- The AI Solution will be compatible with all of the Customer's hardware, software or technologies;
- The AI Solution will be free from errors, bugs or malicious code.

9.2 CRITICAL DISCLAIMER REGARDING AI-GENERATED OUTPUT

9.2.1 THE CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT:

(a) THE AI SOLUTION IS A TOOL
The AI Solution serves solely as a tool to support (legal) professionals and in no way replaces the user's own professional judgement, expertise and due diligence.

(b) NO ADVICE
Unless expressly stated otherwise, the AI Solution does not provide actual legal, tax, accounting, financial or other professional advice. All information, output, suggestions, analyses and results generated by the AI Solution are intended solely as reference material.

(c) VERIFICATION OBLIGATION
The Customer bears full responsibility for verifying, checking and validating the accuracy, completeness and suitability of all output generated by the AI Solution before relying on it or using it for any purpose.

(d) NO GUARANTEE OF ACCURACY
AdoptAI makes no warranty, express or implied, as to the accuracy, completeness, reliability, timeliness or suitability of the output generated by the AI Solution.

(e) AI LIMITATIONS
The Customer acknowledges that AI technology can be inherently unpredictable, that AI models can produce hallucinations (i.e. present factually incorrect information as correct), and that the output may be based on outdated or incomplete data.

9.2.2 WAIVER OF CLAIMS
By using the AI Solution, the Customer expressly accepts that AdoptAI cannot be held liable for any decisions, actions or omissions of the Customer or third parties based on or influenced by output generated by the AI Solution.

9.3 Exclusion of warranties

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS ARTICLE 9, ALL OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, TO THE EXTENT PERMITTED BY LAW.

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10. LIABILITY

10.1 Limitation of liability

10.1.1 NO INDIRECT DAMAGES

Under no circumstances shall AdoptAI be liable for:

- Indirect, special, incidental or consequential damages;
- Loss of profits, revenue or income;
- Loss of savings or anticipated savings;
- Loss of data or information;
- Loss of goodwill or damage to reputation;
- Business interruption or disruption to planning;
- Loss of customers, contracts or business opportunities;
- Costs of replacement services or goods;

even if AdoptAI had been advised of the possibility of such damages.

10.1.2 MAXIMUM LIABILITY

AdoptAI's total cumulative liability to the Customer for all claims arising out of or in connection with this Agreement, regardless of the legal basis (contractual, non-contractual, strict liability or otherwise), **shall in no event exceed the total fees paid by the Customer to AdoptAI during the twelve (12) months preceding the event giving rise to the claim**.

10.1.3 NO LIABILITY FOR AI OUTPUT

AdoptAI shall not be liable for any damages, losses or costs arising out of or in connection with:

- Decisions made based on output generated by the AI Solution;
- Reliance on the accuracy, completeness or reliability of AI-generated information;
- Errors, inaccuracies or omissions in AI-generated content;
- Use of AI output without adequate professional verification.

10.2 Exceptions to liability limitations

The limitations in this Article 10 do not apply to:

(a) Liability for intent or fraud on the part of AdoptAI;
(b) Liability that cannot be excluded or limited under Belgian mandatory law;
(c) The Customer's payment obligations under this Agreement.

10.3 Attribution to LegalFly

To the extent that the AI Solution includes the LegalFly Solution, the limitations of liability set out in LegalFly's Terms and Conditions shall apply. The Customer acknowledges that LegalFly's liability is limited to direct damage and capped at the amounts paid by the Customer in the preceding twelve (12) months.

10.4 Limitation period

Any claim by the Customer against AdoptAI shall lapse if it is not reported to AdoptAI in writing within one (1) year of the damage being discovered, and in any case within two (2) years of the event giving rise to the claim.

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11. INDEMNIFICATION

11.1 Indemnification by the Customer

The Customer shall indemnify AdoptAI, its directors, employees, agents and suppliers against all claims, demands, damages, costs and expenses (including reasonable legal fees) of third parties arising out of or in connection with:

(a) The use of the AI Solution by the Customer or its End Users in breach of this Agreement;

(b) The Customer Data or any allegation that Customer Data infringes the rights of third parties;

(c) Violation of applicable laws or regulations by the Customer;

(d) Acts or omissions of the Customer based on AI-generated output.

11.2 Intellectual property indemnification by AdoptAI

11.2.1 AdoptAI shall indemnify the Customer against claims from third parties alleging that the lawful use of the AI Solution (excluding the LegalFly Solution) infringes their Intellectual Property Rights ("**Infringement Claim**").

11.2.2 This indemnification is subject to the condition that the Customer:

- Notifies AdoptAI immediately in writing of the Infringement Claim;
- Gives AdoptAI full control over the defence and settlement;
- Provides all reasonable cooperation.

11.2.3 This indemnification does not apply if the Infringement Claim arises from:

- Modification of the AI Solution by the Customer or third parties;
- Use in combination with products not approved by AdoptAI;
- Use in violation of this Agreement or the Documentation;
- Specific instructions from the Customer.

11.2.4 The indemnification provisions in LegalFly's General Terms and Conditions apply to the LegalFly Solution.

12. CONFIDENTIALITY

12.1 Definition

"**Confidential Information**" includes all information provided by one Party to the other Party, either verbally or in writing, that is designated as confidential or that should reasonably be considered confidential given the nature of the information or the circumstances of its disclosure.

12.2 Obligations

The receiving Party shall:

(a) protect Confidential Information with the same care as its own confidential information, but at least with reasonable care;

b) not use Confidential Information for any purpose other than the performance of this Agreement;

(c) not disclose Confidential Information to third parties without prior written consent, except to employees and advisers who are bound by confidentiality obligations and who need such information.

12.3 Exceptions

Confidentiality obligations do not apply to information that:

• Is already in the public domain through no action of the receiving Party;
• Was lawfully in its possession prior to disclosure;
• Was independently developed;
• Was received from a third party without a confidentiality obligation;
• Must be disclosed by law or court order.

12.4 Duration

The confidentiality obligations shall remain in force for five (5) years after termination of this Agreement.

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13. DATA PROTECTION

13.1 Compliance with GDPR

Both Parties undertake to comply with applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679 ("**GDPR**").

13.2 Data Processing Agreement

If and to the extent that AdoptAI processes personal data on behalf of the Customer, the Parties shall enter into a separate Data Processing Agreement (DPA) before processing commences.

13.3 Contact Details

The Parties may exchange and process business contact details (name, telephone number, email address) of relevant persons for administrative purposes within the framework of this Agreement.

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14. RATES AND PAYMENT

14.1 Rates

14.1.1 The Customer shall pay the rates as stated in the Quotation (the "Rates"). All Rates are exclusive of VAT and other taxes, unless otherwise stated.

14.1.2 All prices are in EUR and are payable in EUR.

14.2 Invoicing

14.2.1 Unless otherwise agreed, AdoptAI invoices in advance on an annual basis for subscriptions and after execution for Professional Services.

14.2.2 Invoices are payable within thirty (30) days of the invoice date.

14.3 Indexation

AdoptAI is entitled to index the Rates annually on 1 January in accordance with the formula used in the digital sector (Agoria Digital Index) or a comparable indexation method. The adjusted Rates will apply from the next renewal.

14.4 Rate changes

AdoptAI may increase the Rates once a year upon renewal, provided that written notice is given thirty (30) days in advance. If the Customer does not agree, they may terminate the agreement within fifteen (15) days of notification.

14.5 Late payment

14.5.1 In the event of late payment, interest shall be payable by operation of law and without notice of default in accordance with the Act of 2 August 2002 on combating late payment in commercial transactions.

14.5.2 In addition, a fixed compensation of ten per cent (10%) of the outstanding amount, with a minimum of seventy-five euros (€75), shall be payable to cover administrative and collection costs.

14.5.3 All reasonable collection costs, including legal fees, shall be borne by the Customer.

14.6 Suspension

In the event of late payment, AdoptAI is entitled to suspend the provision of Services and access to the AI Solution without prior warning and without the Customer being entitled to compensation.

14.7 Disputes

Disputes regarding invoices must be communicated in writing, stating the reasons, within eight (8) days of the invoice date. Invoices that are not disputed in time shall be deemed to have been accepted.

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15. DURATION AND TERMINATION

15.1 Duration

15.1.1 The Agreement shall enter into force on the Commencement Date and shall remain in force for the Subscription Period as stated in the Quotation.

15.1.2 In the absence of any statement to the contrary, an initial term of one (1) year (**the "Initial Term**") shall apply.

15.1.3 Upon expiry of the Initial Term, the Agreement shall be automatically renewed for successive periods of one (1) year (each a "**Renewal Period**"), unless either Party gives written notice of termination at least sixty (60) days prior to the end of the current term.

15.2 Termination for Breach

Either Party may terminate the Agreement with immediate effect by written notice if the other Party:

a) Breaches a material obligation under this Agreement and fails to cure such breach within thirty (30) days of receiving a notice of default; or

(b) Is declared bankrupt, applies for a moratorium on payments, or otherwise ceases to exist.

15.3 Consequences of termination

Upon termination of the Agreement:

(a) All rights of use of the AI Solution by the Customer shall lapse with immediate effect;

(b) The Customer shall immediately pay all outstanding amounts up to and including the date of termination;

(c) Each Party shall return or destroy the other Party's Confidential Information upon request;

(d) The Customer shall lose access to its accounts and data on the platform; the Customer is responsible for exporting its data in a timely manner prior to termination.

15.4 Survival provisions

The provisions that by their nature are intended to survive (including but not limited to liability, indemnification, confidentiality, intellectual property and applicable law) shall remain in force after termination.

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16. FORCE MAJEURE

16.1 Definition

Force majeure means any unforeseeable circumstance beyond the reasonable control of a Party, including but not limited to natural disasters, war, terrorism, strikes, pandemics, government measures, cyber attacks, internet or telecommunications failures and power failures.

16.2 Consequences

16.2.1 Neither Party shall be liable for delays or non-performance of obligations caused by force majeure.

16.2.2 The affected Party shall notify the other Party immediately and make every reasonable effort to limit the consequences.

16.3 Prolonged force majeure

If the force majeure lasts longer than three (3) months, either Party shall be entitled to terminate the Agreement without compensation.

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17. OTHER PROVISIONS

17.1 Publicity

AdoptAI is entitled to mention the Customer's name and logo as a reference on its website, in presentations and marketing materials, unless the Customer expressly objects to this in writing.

17.2 Transfer

Neither Party may transfer or subcontract its rights or obligations under this Agreement without the prior written consent of the other Party, except that AdoptAI may transfer the Agreement to an Affiliated Company or in the context of a merger, acquisition or sale of (part of) its activities.

17.3 Waiver

Failure by a Party to exercise a right under this Agreement shall not constitute a waiver of that right.

17.4 Severability

If any provision of these General Terms and Conditions is declared void, invalid or unenforceable, this shall not affect the validity of the remaining provisions. The void provision shall be deemed to have been replaced by a valid provision that approximates the original intention as closely as possible.

17.5 Entire Agreement

This Agreement, including all appendices and the Quotation, constitutes the entire agreement between the Parties and supersedes all previous agreements, negotiations and arrangements relating to the subject matter hereof.

17.6 Notices

All notices shall be in writing and addressed to the address or e-mail address stated in the Quotation or subsequently communicated in writing. Notices sent by e-mail shall be deemed to have been received on the working day following dispatch.

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18. APPLICABLE LAW AND DISPUTES

18.1 Applicable law

This Agreement shall be governed exclusively by and interpreted in accordance with **Belgian law**, to the exclusion of the Vienna Sales Convention (CISG) and rules of private international law.

18.2 Competent courts

All disputes arising from or related to this Agreement shall be submitted exclusively to the courts of the district where AdoptAI is located.

18.3 Amicable settlement

The parties undertake to first attempt to reach an amicable settlement in the event of a dispute before taking legal action.

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19. SPECIAL PROVISIONS FOR CONSUMERS

19.1 Scope

This article applies only if the Customer qualifies as a consumer within the meaning of Book VI of the Economic Law Code (i.e. a natural person acting for purposes outside his trade, business, craft or profession).

19.2 Right of withdrawal

19.2.1 The consumer has a withdrawal period of fourteen (14) days to withdraw from the contract without giving any reason.

19.2.2 The withdrawal period expires fourteen (14) days after the day on which the contract is concluded.

19.2.3 To exercise the right of withdrawal, the consumer must inform AdoptAI of their decision by means of an unequivocal statement (e.g. by e-mail or letter).

19.2.4 **Exception**: The right of withdrawal does not apply to the delivery of digital content (software) if the performance has begun with the consumer's express prior consent and their acknowledgement that they thereby lose their right of withdrawal.

19.3 Consumer information

Consumers can address complaints to:

- AdoptAI: info@adoptai.be
- Consumer Ombudsman Service: https://consumentenombudsdienst.be

- Online Dispute Resolution Platform (EU): https://ec.europa.eu/consumers/odr

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20. FINAL PROVISIONS

20.1 Language

These General Terms and Conditions have been drawn up in Dutch. In the event of translation, the Dutch text shall prevail.

20.2 Copies

This Agreement may be signed in multiple copies, each of which shall be considered an original, but which together form a single agreement.

20.3 Electronic signature

The parties acknowledge that electronic signatures that comply with the eIDAS Regulation (EU) No. 910/2014 have the same evidential value as handwritten signatures.

BY USING THE SERVICES OF ADOPTAI OR BY PLACING AN ORDER, THE CUSTOMER DECLARES THAT THEY HAVE READ, UNDERSTOOD AND EXPRESSLY ACCEPTED THESE TERMS AND CONDITIONS.

AdoptAI
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