Blits.ai

General Terms & Conditions

Version 1.8 · Effective 3 September 2026 · Blits B.V., Amsterdam

These General Terms & Conditions govern the use of the Blits.ai platform and the services Blits.ai provides. Please read them carefully: they set out what you may expect from us and what we expect from you.

1 Definitions

In these General Terms & Conditions the following capitalised terms have the following meaning.

Blits.ai
Blits B.V., a private company with limited liability with its registered office at Prins Hendrikkade 21-E, 1012 TL Amsterdam, the Netherlands.

Client
the party that enters into an Agreement with Blits.ai.

Agreement
the agreement between Blits.ai and the Client for the Services, including the offer, the order form or statement of work, these General Terms & Conditions and the annexes referred to in them.

Platform
the Blits.ai agentic AI platform, including its modules, connectors and administration environment.

Services
access to the Platform and the services Blits.ai provides under the Agreement.

Plan
the subscription plan recorded in the Agreement, which determines the Client's entitlements as set out in section 5.

Support Level
Silver or Gold, which determines the Support Window as set out in section 14.

Support Window
the hours during which Blits.ai receives, works on and reports on Support Requests, and during which all response and resolution times are measured.

Interaction
a user input and the response the Platform produces for it, including every call the Platform makes to handle that input, such as speech to text, retrieval, translation and model calls.

Tenant

an environment configured for the Client, in which the Client's own users work.

Authorised User

a named individual to whom the Client grants access to the Platform.

Client Data

all data, documents, content and configuration the Client or its Authorised Users enter into, generate in, or connect to the Platform, including the content of end user conversations.

Third Party AI Service

any artificial intelligence service, engine or model that is not operated by Blits.ai, including the services of model providers reached through the Platform and any model the Client hosts or supplies itself.

Service Period

a calendar month.

Variable Service Charges

the charges invoiced to the Client for a Service Period other than the fixed subscription fee, such as charges for Interactions, Authorised Users, bots, agents and modules beyond the entitlements of the Plan.

Intellectual Property Rights

all intellectual property rights, including copyright, trademark rights, patent rights, trade name rights, database rights and rights to know how.

Sites

blits.ai and the associated websites and web services operated by Blits.ai, including www.blits.ai and platform.blits.ai.

2 Applicability

2.1 These General Terms & Conditions apply to every offer from Blits.ai and to every Agreement between Blits.ai and the Client. General terms of the Client are expressly rejected.

2.2 Derogations from and additions to the Agreement are valid only where the parties have agreed them in writing.

2.3 Where the Agreement, an order form or a statement of work conflicts with these General Terms & Conditions, that document prevails for the subject it governs. A negotiated agreement may use its own plan names, service levels and remedies, and where it does, those apply instead of sections 5, 14 and 15.

2.4 Blits.ai may amend these General Terms & Conditions. Amendments that do not materially reduce the Client's rights take effect one month after publication on www.blits.ai. Any other amendment takes effect for the Client at the start of the next renewal term, and Blits.ai notifies the Client of it at least one month before that date.

2.5 The current version is published on www.blits.ai and is available as a PDF that is identical to the published page.

3 Formation of the Agreement

3.1 Offers from Blits.ai are without obligation unless they state a period of validity. Where no period is stated, an offer lapses after one month.

3.2 An offer for several Services does not oblige Blits.ai to perform part of those Services at a proportionate part of the price. Offers, quotations and rates do not automatically apply to repeat orders or new assignments.

3.3 Where the Client places an order without a preceding offer, Blits.ai is bound only after it has confirmed that order in writing.

3.4 The Client warrants that it enters into the Agreement in the course of a business or profession and that the individual accepting it is authorised to do so.

3.5 Blits.ai may decline an order. Where Blits.ai declines or cancels an order, it informs the Client using the contact details provided.

4 The Service

4.1 Blits.ai provides the Platform as software as a service: the software is made available to the Client remotely over the internet and no physical carrier is supplied.

4.2 Access is provided through Authorised User accounts. The Client manages the number of active accounts in its administration environment and is responsible for the use made of them.

4.3 Blits.ai provides access to the current version of the Platform within the entitlements of the Client's Plan. Blits.ai may develop, change and replace functionality, provided the Services as a whole are not materially reduced during the term.

4.4 The Platform is delivered in one of three deployment models, recorded in the Agreement.

- **Blits.ai cloud**: the Platform runs on infrastructure managed by Blits.ai. Sections 14 and 15 apply in full.
- **Client cloud**: the Platform runs in a cloud subscription of the Client or of a party engaged by the Client. Availability commitments and service credits do not apply; availability targets, if any, are agreed in the Agreement.
- **On premises**: the Platform runs on infrastructure provided and managed by the Client. Availability commitments and service credits do not apply; availability targets, if any, are agreed in the Agreement.

4.5 For Client cloud and on premises deployments the Client is responsible for the hardware, the data centre, the network, the operating system, the container platform, storage, backups, infrastructure monitoring and capacity. Blits.ai remains responsible for platform releases, upgrades and hotfixes, and for second and third line support on the Platform and the solution.

4.6 The Platform connects to Third Party AI Services. Blits.ai selects providers with care and may substitute a model or provider with a materially equivalent alternative, for example where a provider withdraws a model or changes its terms.

4.7 The Platform may give access to third party tools that Blits.ai neither controls nor monitors. Those tools are made available as they are, without warranty, and are used at the Client's own risk and on the terms of the relevant provider.

5 Plans and entitlements

5.1 The Plan recorded in the Agreement determines the Client's entitlements, including the number of Interactions, Authorised Users, bots, agents and workflows included, and which modules are available. The entitlements per Plan are those published on www.blits.ai at the time the Agreement is entered into, unless the Agreement states otherwise.

5.2 Use beyond the entitlements of the Plan is invoiced as Variable Service Charges at the rates recorded in the Agreement. Unused entitlements do not carry over to a following Service Period.

5.3 The Client may move to another Plan at any time. A change takes effect immediately and is invoiced from the date of the change.

5.4 The Support Level is Silver unless the Agreement records the Gold option. The Support Level determines the Support Window; the Plan determines the entitlements. The two are independent.

5.5 Sections 14 and 15 apply only to paid subscription Plans recorded in an Agreement. A plan provided free of charge, on a trial basis, as a one off or promotional purchase, or otherwise outside the Plans published at the time, carries no availability commitment, no service credits and no support commitment, and gives no entitlement to functionality released after that plan was purchased.

6 Fair use

6.1 The Platform is a shared service. The Client will not place excessive demands on the Platform and will not use it in a way that degrades the experience of other clients or threatens the systems Blits.ai uses to operate it.

6.2 Where the Client does not act in line with this section, Blits.ai notifies the Client and gives it a reasonable opportunity to remedy the situation. Blits.ai may suspend the Services immediately and without prior notice where that is necessary to protect the Platform, the security of the Platform or other clients, and informs the Client as soon as possible afterwards.

7 Intellectual property

7.1 Intellectual Property Rights in materials the Client supplies to Blits.ai or creates in the Platform remain with the Client. The Client grants Blits.ai a worldwide, non exclusive and sublicensable licence to use those materials for the performance of the Agreement.

7.2 Intellectual Property Rights held by Blits.ai when the Agreement is entered into remain with Blits.ai. Intellectual Property Rights arising from the Services rest with Blits.ai.

7.3 Provided the Client has met its obligations under the Agreement, the Client receives a limited, non transferable and non exclusive licence to use the results of the Services for its own business purposes for the term of the Agreement.

7.4 The Client will not reproduce, sell, resell, sublicense or otherwise exploit the Platform or any part of it, except where the Agreement expressly permits it.

8 Data and personal data

8.1 Client Data remains the property of the Client. Blits.ai processes Client Data only to provide, secure and support the Services, and on the Client's instructions.

8.2 Where Blits.ai processes personal data on behalf of the Client, the Client is the controller and Blits.ai is the processor. The data processing agreement, which Blits.ai provides on request, forms part of the Agreement and sets out the subject matter, the security measures, the sub processors, the notification of personal data breaches and the transfer mechanisms.

8.3 Blits.ai maintains a list of the sub processors it engages, available on request, and notifies the Client of an addition before that sub processor begins processing, so the Client can object on reasonable grounds.

8.4 The Client determines what personal data is processed through its bots, agents and integrations, and is responsible for the lawfulness of that processing, including any notices and consent required from its own end users.

8.5 The Platform provides controls the Client can use to limit the processing of personal data. Blits.ai recommends the Client uses them.

- Do not ask end users for personal data that the use case does not require.
- Mark questions that do request personal data as sensitive, so answers are not retained.
- Where the Platform is connected to the Client's own systems, it can operate without storing personal data.
- Use the masking and detection controls to remove personal data from conversations automatically.
- Configure retention, including zero retention of conversation inputs and outputs, where the use case requires it.

8.6 Blits.ai may use aggregated data derived from use of the Platform to provide, secure and improve the Services and for benchmarking, provided the data cannot be traced to the Client, to an Authorised User or to an end user. Blits.ai does not use it for any other purpose.

8.7 On the Client's first request Blits.ai deletes or returns Client Data, save where it must be retained by law.

9 Artificial intelligence

The Platform produces answers and takes actions using artificial intelligence. This section states what that does and does not guarantee.

9.1 Output produced by the Platform is probabilistic. Blits.ai does not warrant that output is accurate, complete, current or fit for a particular purpose, and output is not advice.

9.2 The Client decides the use case, the instructions, the connected systems and the actions the Platform is permitted to take. The Client is responsible for testing the solution before it goes live and for keeping human oversight in place where output or actions have legal, financial or otherwise significant consequences for a person.

9.3 **Blits.ai does not use Client Data to train, fine tune or improve any artificial intelligence model, whether its own or that of a third party**, unless the parties expressly agree otherwise in writing.

9.4 Blits.ai contracts with the providers of the Third Party AI Services it operates on terms that prohibit training on Client Data. Where the Client supplies its own provider credentials, hosts its own model or requires a particular provider, the terms of that provider apply to that processing and Blits.ai cannot control them.

9.5 The Platform offers guardrails, test suites, evaluation and audit logging. Where the Client does not use them, or configures them so that they do not take effect, Blits.ai is not responsible for the consequences.

9.6 Where a provider changes, restricts or withdraws a model, Blits.ai may substitute a materially equivalent alternative. Blits.ai informs the Client where such a change materially affects the Client's solution.

10 Security and certification

10.1 Blits.ai operates an information security management system and applies measures appropriate to the risk, including encryption in transit and at rest, role based access control, data masking, audit logging and continuous monitoring.

10.2 Blits.ai currently holds ISO 27001 and SOC 2 certification and maintains PCI DSS Level 1 Service Provider compliance for the services in scope. The current certificate or report is provided on request, once per calendar year. Blits.ai may change its certifications and its security programme from time to time, provided the level of protection is not materially reduced.

10.3 Blits.ai reports a security incident that affects the Client's Client Data without undue delay after becoming aware of it, and informs the Client of the measures taken.

10.4 Blits.ai may engage third parties in the performance of the Agreement and remains responsible for their performance as if it were its own.

11 Confidentiality

11.1 Each party keeps confidential the information it receives from the other party that is marked as confidential or that is evidently confidential by its nature, uses it only for the performance of the Agreement, and discloses it only to personnel and third parties who need it and are bound by an equivalent duty.

11.2 This obligation does not apply to information that is or becomes public without a breach, that a party already held lawfully, that it develops independently, or that it must disclose by law or by order of a competent authority, in which case it informs the other party where it is permitted to do so.

11.3 This section continues for five years after the Agreement ends. Trade secrets remain protected for as long as they qualify as such.

11.4 Blits.ai may name the Client as a customer and use its name and logo for that purpose only, and will stop doing so at the Client's written request.

12 Performance by Blits.ai

12.1 Blits.ai performs the Agreement to the best of its knowledge and ability and in accordance with the standards of a professional party. Unless expressly agreed otherwise in writing, its obligations are obligations of means and not of result.

12.2 A term stated in the Agreement is indicative unless the Agreement expressly states that it is a firm deadline.

12.3 Blits.ai may perform the work in parts or phases and may invoice each part or phase separately.

13 Client obligations

13.1 The Client provides the information, access and cooperation Blits.ai reasonably requires. Blits.ai may suspend its work for as long as the Client does not, and is not liable for any resulting delay or damage.

13.2 The Client is responsible for validating and sanitising data it or its systems submit to the Platform, in line with the input validation policy in the Blits.ai end user licence agreement, and for the security of the credentials of its Authorised Users.

13.3 The Client provides Blits.ai with the contact details of an administrator who receives notifications about incidents, releases and maintenance, and keeps those details current.

13.4 The Client will not use the Services and will not permit them to be used:

- for any unlawful purpose or in breach of applicable law, including sanctions and export control law;
- to infringe the rights of Blits.ai or of a third party, including Intellectual Property Rights and rights of privacy;
- to harass, defame, discriminate against or deceive a person;
- to introduce malicious code, or to interfere with or circumvent the security of the Platform, the Sites or any related system;
- to collect or track the personal data of others without a lawful basis; or
- to build or improve a product that competes with the Platform.

13.5 The Client is responsible for the content it submits and for the behaviour of the solutions it builds on the Platform. Blits.ai may, but is not obliged to, remove content that is unlawful or that breaches the Agreement.

14 Support and service levels

14.1 The Blits.ai service desk is available during the Support Window and is reached by email at support@blits.ai, through the widget in the Platform, through the support form on www.blits.ai and, for the Plans that include it, by telephone. Incidents may also be reported at incidents@blits.ai or through the account manager.

14.2 Under the Silver Support Level, which is the default, the Support Window is 09:00 to 17:00 local time in Amsterdam, the Netherlands (CET or CEST as applicable), Monday to Friday, excluding Dutch public holidays. Under the Gold Support Level the Support Window is 24 hours a day, seven days a week, including public holidays. Gold is available as a paid option and is recorded in the Agreement.

14.3 **Response and resolution times are measured within the Support Window. Time falling outside the Support Window is not counted.** Both are suspended for any period in which Blits.ai is awaiting information, access, a decision or an approval reasonably requested from the Client.

14.4 A response means a substantive acknowledgement confirming receipt, the severity registered and the next step. A response may be automated or generated by artificial intelligence.

14.5 A Support Request is resolved when Blits.ai has delivered a correction, or a workaround that restores the Platform to material conformity with the Agreement. Where a workaround is delivered, Blits.ai continues to work on a permanent correction, which is handled as a Support Request of the applicable severity.

14.6 The Client sets the severity when reporting. Blits.ai may reclassify a Support Request after consulting the Client, giving reasons.

Severity

Severity	Description
S1 Critical	Production use is stopped or so severely affected that the Client cannot continue work, and all users are affected.
S2 High	Important functionality is unavailable and there is no acceptable workaround, while use continues in other areas.
S3 Medium	Important functionality is unavailable but a workaround is available, and business impact is limited.
S4 Low	A request for information, a cosmetic defect, a request for an enhancement, or documentation, with no impact on operation.

14.7 Blits.ai responds and resolves within the following times, measured for 95% of Support Requests over a calendar year. Basic has no resolution commitment and is handled on a reasonable effort basis.

Response time within the Support Window

Severity	Basic	Pro	Business	Enterprise
S1 Critical	reasonable effort	4 hours	4 hours	1 hour
S2 High	reasonable effort	1 business day	4 hours	2 hours
S3 Medium	reasonable effort	2 business days	1 business day	1 business day
S4 Low	reasonable effort	5 business days	2 business days	2 business days

Resolution time within the Support Window

Severity	Basic	Pro	Business	Enterprise
S1 Critical	reasonable effort	20 hours	20 hours	4 hours
S2 High	reasonable effort	48 hours	48 hours	8 hours
S3 Medium	reasonable effort	5 business days	5 business days	5 business days
S4 Low	reasonable effort	4 weeks	4 weeks	2 weeks

14.8 During an open S1 or S2 Support Request Blits.ai provides status updates within the Support Window, hourly for S1 and every four hours for S2. S1 and S2 Support Requests are escalated to second line support immediately and, where second line cannot resolve them, to the incident manager. Under the Gold Support Level, S1 and S2 Support Requests are worked on continually until they are resolved.

14.9 Failure to meet a response or resolution time does not give rise to a service credit. The remedies are the reporting and escalation obligations in this section; service credits are payable only for availability, as set out in section 15.

14.10 Blits.ai provides a report on request showing availability, response and resolution performance, open and closed Support Requests and escalations for the period concerned.

15 Availability and service credits

15.1 Blits.ai makes the Platform available for the percentage of each Service Period stated for the Client's Plan, measured as A = ((B minus C) divided by B) times 100, where A is the availability percentage, B is the scheduled uptime for the Service Period and C is unscheduled downtime and emergency maintenance. Availability measurements and platform status are published on status.blits.ai.

Availability per Service Period

Plan	Availability
Basic	98.0%
Pro	99.0%
Business	99.5%
Enterprise	99.8%

15.2 The following periods are not counted as downtime.

- Scheduled maintenance as described in this section.
- Failure, degradation, rate limiting, suspension or discontinuation of a Third Party AI Service or of any other third party service selected or required by the Client, including where that selection follows from constraints the Client imposes.
- Any environment provided, selected or controlled by the Client, including on premises infrastructure and any cloud subscription of the Client.
- Misuse of the Services by the Client or its Authorised Users, and failure to meet the requirements Blits.ai has specified.
- Failure of the Client's connectivity, and network problems outside the networks Blits.ai provides or controls.
- Force majeure as described in section 17.

15.3 Platform releases take place on the first Tuesday of each month in the evening. Content releases take place on Thursday evenings. Any other scheduled maintenance is announced at least three working days in advance, and emergency fixes are released as soon as possible.

15.4 Where availability in a Service Period is below the percentage for the Client's Plan, the Client receives a service credit calculated as a percentage of the Variable Service Charges for that Service Period, applying the first row the measured availability meets, reading from the top. The Basic Plan carries an availability target and no service credit.

Service credit as a percentage of Variable Service Charges for the Service Period

Availability in the Service Period	Pro	Business	Enterprise
No credit at or above	99.0%	99.5%	99.8%
5% credit at or above	97.0%	98.0%	99.0%
10% credit at or above	94.0%	95.0%	98.0%
15% credit at or above	90.0%	90.0%	95.0%
25% credit below	90.0%	90.0%	95.0%

15.5 The Client claims a service credit within one month after the end of the Service Period concerned. A credit is settled on the invoice for the following month. Where more than one credit or remedy regime covers the same period of unavailability, one regime applies and credits are not cumulative.

15.6 Service credits are the Client's sole remedy for failure to meet the availability percentage. This does not limit the Client's right to terminate under section 18.

15.7 Availability commitments and service credits apply to deployments hosted by Blits.ai only.

16 Force majeure

16.1 Neither party is liable for a failure or delay in performance caused by an event beyond its reasonable control, including natural disaster, fire, flood, war, terrorism, civil unrest, epidemic, industrial action not involving that party's own workforce, failure of public telecommunications or power networks, and acts of government.

16.2 The affected party notifies the other without undue delay, makes reasonable efforts to limit the effect and resumes performance as soon as reasonably practicable. Response and resolution times are suspended for the duration and the period is not counted as downtime.

16.3 Where force majeure continues for more than sixty consecutive days, either party may terminate the Agreement in writing with immediate effect, without any obligation to compensate the other.

16.4 An interruption at a cloud provider used by Blits.ai to host the Platform is not force majeure. It is addressed under section 15.

17 Term and termination

17.1 The Agreement runs for the term recorded in it and, failing that, for one year. It renews automatically for successive periods of one year unless a party gives written notice of non renewal at least sixty days before the end of the current term.

17.2 Blits.ai may terminate the Agreement in writing observing a notice period of ninety days, without any obligation to compensate the Client.

17.3 Either party may terminate the Agreement in writing with immediate effect where the other party is declared bankrupt, is granted a moratorium, or is dissolved or liquidated.

17.4 Either party may terminate the Agreement in writing where the other party is in material breach and has not remedied that breach within thirty days of a written notice identifying it, or where the breach cannot be remedied.

17.5 Where the Agreement ends, Services already performed and the corresponding payment obligation are not undone. Amounts invoiced before termination remain due and become immediately payable.

17.6 Obligations that by their nature are intended to continue after the Agreement ends, including sections 7, 11, 19 and 21, remain in force.

17.7 A person who uses the Sites without an Agreement may stop doing so at any time, and these General Terms & Conditions then cease to apply to that use.

18 Charges, invoicing and payment

18.1 All amounts are in euros and exclude value added tax and any other charges imposed by a government.

18.2 Subscription fees are invoiced in advance for the term. Variable Service Charges are invoiced after the end of each calendar month, or on a change of Plan.

18.3 The Client keeps a valid and working payment method on file where the Agreement provides for automatic payment. Payment terms are those recorded in the Agreement; failing that, invoices are payable within thirty days of the invoice date.

18.4 Where the Client does not pay on time, it is in default without further notice of default and owes statutory commercial interest and reasonable costs of collection. Blits.ai may suspend the Services after a written notice and a period of fourteen days to pay, and may terminate the Agreement where the invoice remains unpaid after that period.

18.5 A dispute about an invoice is raised within thirty days of the invoice date, with reasons. Disputing part of an invoice does not suspend the obligation to pay the undisputed part.

18.6 Blits.ai may change its rates with two months written notice. Where Blits.ai does so, the Client may terminate the Agreement with effect from the date the new rates take effect, by giving written notice no later than one month before that date.

18.7 Blits.ai may increase its rates once per calendar year by the consumer price index published by Statistics Netherlands, or by three per cent, whichever is higher. An increase under this clause does not give a right of termination.

19 Liability

19.1 The liability of Blits.ai is limited to compensation of direct damage, whatever the basis of the claim.

19.2 Direct damage means only:

- damage to property within the meaning of article 3 paragraph 3 of Book 6 of the Dutch Civil Code;
- reasonable costs incurred to prevent or limit direct damage, where the Client shows that they had that effect;
- reasonable costs incurred to establish the cause and the extent of the direct damage; and
- reasonable costs incurred to obtain performance that conforms to the Agreement.

19.3 Blits.ai is not liable for any other damage, including lost profit, lost turnover, lost savings, loss of data, damage to goodwill or reputation, and damage resulting from claims of third parties against the Client.

19.4 **The total liability of Blits.ai under the Agreement is limited, per event and in aggregate for all events in a contract year, to the amounts the Client paid under the Agreement in the twelve months preceding the event that caused the damage.**

19.5 The limitations in this section do not apply to damage caused by intent or deliberate recklessness on the part of Blits.ai or its management, or to liability for death or personal injury.

19.6 Blits.ai is not liable for damage resulting from output of the Platform that the Client used without the oversight described in section 9, or from inadequate input validation or data sanitisation on the Client's systems.

19.7 A claim for compensation lapses one year after the event that caused the damage.

19.8 The Client indemnifies Blits.ai against claims of third parties arising from the Client's breach of the Agreement, from the content the Client submits, from the solutions the Client builds on the Platform, or from the Client's breach of applicable law.

20 Websites and third party materials

20.1 Information on the Sites is provided for general information. Blits.ai may change it at any time and is not obliged to keep it current.

20.2 The Sites may contain materials from third parties and links to third party websites. Blits.ai does not review them and is not responsible for them. Questions and complaints about a third party product are directed to that third party.

21 Miscellaneous

21.1 The Client may not transfer rights or obligations under the Agreement to a third party without the written consent of Blits.ai. Blits.ai may transfer the Agreement to a group company or in connection with a transfer of its business, and informs the Client.

21.2 Where a provision of the Agreement is or becomes invalid or unenforceable, the remaining provisions stay in force and the parties replace the provision concerned by one that is valid and comes as close as possible to the original intention.

21.3 Notices under the Agreement are given in writing, which includes email to the addresses recorded in the Agreement.

21.4 The Agreement is governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

21.5 Disputes are submitted in the first instance to the competent court in Amsterdam, the Netherlands.

21.6 Questions about these General Terms & Conditions may be sent to info@blits.ai.