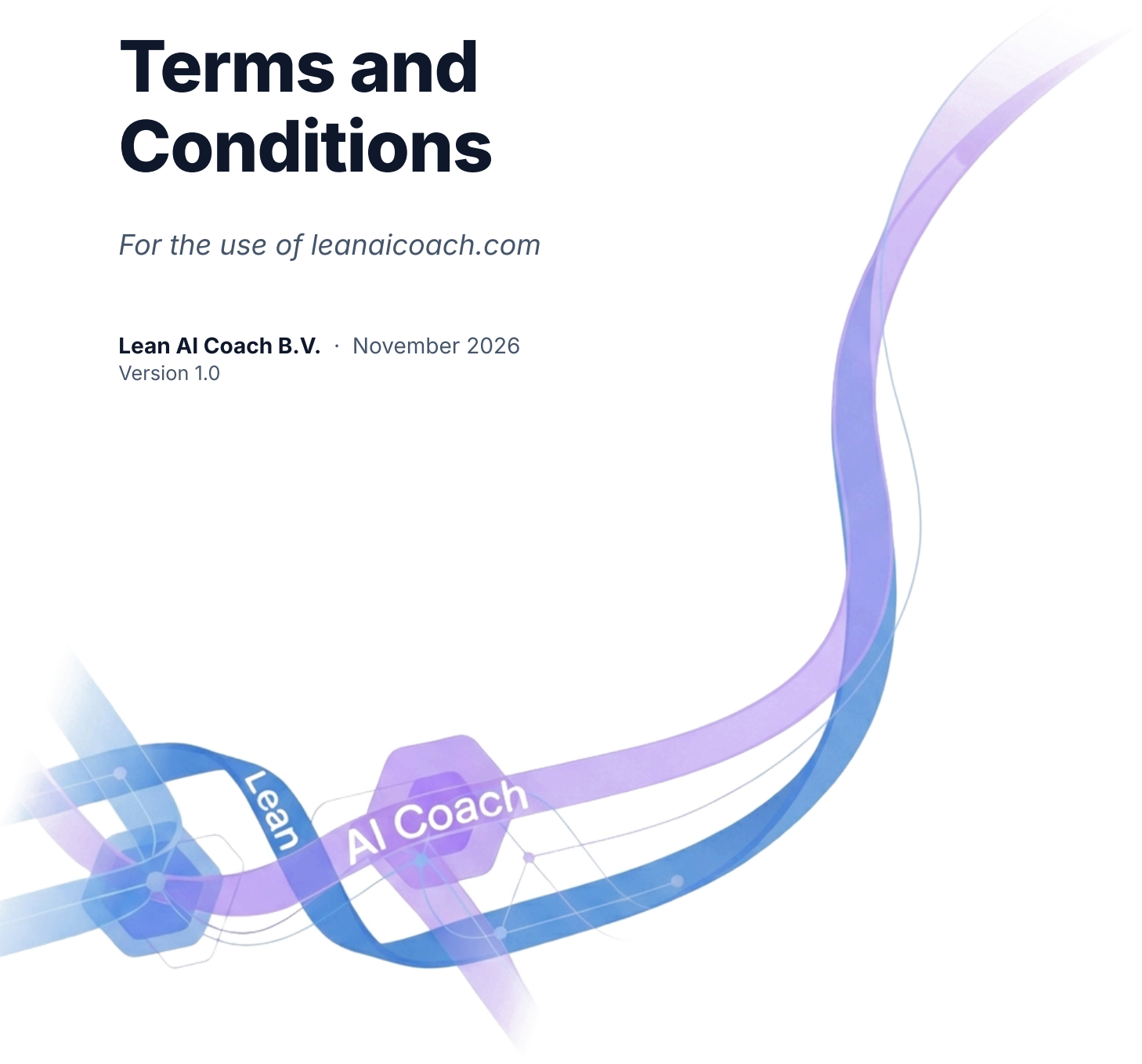
TERMS

# Terms and Conditions

*For the use of leanaicoach.com*

**Lean AI Coach B.V.** · November 2026
Version 1.0



These terms apply to every subscription to leanaicoach.com. Together with your order and the data processing agreement, they form the agreement between your organisation and Lean AI Coach B.V. We have deliberately kept them short and written in plain language.

## 1 Who we are

The product leanaicoach.com (hereinafter: Lean AI Coach or the service) is provided by Lean AI Coach B.V., Rauwbrakenweg 7, 5056 EJ Berkel-Enschot, the Netherlands, Chamber of Commerce no. 42193574, VAT no. NL870122241B01 (hereinafter: we). These terms apply to every subscription to Lean AI Coach. You are the organisation that takes out the subscription.

Lean AI Coach is intended for business use. Also with a Solo subscription you act as a business or on behalf of an organisation, not as a consumer.

## 2 The agreement

1. The agreement consists of your order (plan, term and number of users), these terms and the data processing agreement.
2. The agreement starts when your order has been paid.
3. If we have agreed a custom proposal with you (Enterprise), that proposal prevails over these terms.
4. Your organisation's own purchasing terms do not apply, unless we have agreed so in writing.

## 3 What you get

1. Access to Lean AI Coach with the features of the plan you have chosen, as described on the pricing page at the time of your order.
2. We keep developing the service. We may change or replace parts of it, as long as what you can do with your plan is not materially reduced.
3. The Team and Organisation plans include a one-time setup, as described with the plan.

## 4 Users and plans

1. Your plan sets how many power users, practitioners and viewers may use the service, and for how many locations and departments. The numbers of viewers, locations and departments are a fixed limit: above it you cannot create more. If you need something else, we will make a separate arrangement.
2. An account is personal and named. A paid user stays until the end of the term and cannot be moved to a free role such as viewer; if you remove a paid user, you cannot add that person again during that term.
3. **Adding users** is possible at any time. For an extra user you pay pro rata for the remaining part of the term.
4. **Reducing** the number of paid users takes effect from the next term.
5. **Moving to a larger plan** is possible at any time. All your projects, goals and history move with you. What you have already paid is credited pro rata.
6. **Moving to a smaller plan** takes effect from the next term.

## 5 Term, renewal and cancellation

1. You choose a monthly or an annual subscription. At the end of the term the subscription renews for the same period, unless you have cancelled.
2. **Monthly subscription**: you can cancel up to and including the last day of the current month. The subscription then ends at the end of that month.
3. **Annual subscription**: you can cancel up to 30 days before the end of the current year. The subscription then ends at the end of that year. If you cancel later, the subscription runs for one more year.
4. For an annual subscription we send you a reminder at least 60 days before the end of the year, stating the end date and the price for the new year.
5. You cancel in your account or by email to info@leanaicoach.com.
6. When you cancel, we do not refund anything for the term already running.

## 6 Prices and payment

1. Prices are shown on the pricing page and exclude VAT.
2. You pay in advance per term, through our payment provider Stripe. Your invoices are available in your account.
3. The price that applied when your term started remains valid until the end of that term. If we change our prices, the new price applies to you from your next term.
4. We announce a new price in advance: for an annual subscription at least 60 days before the end of the year, for a monthly subscription at least 30 days before the new price takes effect. If you do not agree, you can cancel in accordance with article 5.
5. You pay the one-time setup with your order. That amount is not refunded.
6. If a payment fails, we send you a reminder. If payment has not been made 14 days after that reminder, we may suspend access until payment is made. Your data is kept during that time. We may charge statutory commercial interest and reasonable collection costs on the outstanding amount.

## 7 Fair use

1. You use Lean AI Coach for the improvement work of your own organisation. You do not resell access and do not use the service to build a competing product.
2. You do not enter content that is unlawful or infringes the rights of others, and you do not try to circumvent security.
3. Lean AI Coach is not intended for special categories of personal data, such as health data. You make sure users do not enter such data.
4. There is no fixed limit on the use of the AI coach. If we see excessive use, we will contact you. If it continues, we may limit the use.

## 8 The AI coach

1. The AI coach supports improvement work. It gives suggestions and explanations; it does not make decisions.

2 What the AI coach provides may be incomplete or incorrect. You assess the output yourself before using it, and you remain responsible for the decisions and measures in your organisation.

3 We do not use what you enter to train AI models, and we do not let others do so.

## 9 Availability and support

1 We make every reasonable effort to keep Lean AI Coach working well and securely. We do not promise a fixed availability percentage.

2 Where possible, we announce in advance any maintenance during which the service is temporarily unavailable.

3 You report questions and incidents to info@leanaicoach.com. We respond as soon as reasonably possible, on business days. We do not promise a fixed response time.

4 We make backups several times a day so that we can restore the service.

## 10 Your data and our software

1 Everything you and your users enter remains yours. We use it only to provide the service to you.

2 You can export your data at any time.

3 The software, the AI coach, the methodology in the app and the Lean AI Coach brand remain ours. You have the right to use them while your subscription runs.

4 We may keep anonymised usage figures (numbers, no content) to improve the service.

5 We may use suggestions you give us to improve the service.

## 11 Privacy

The data processing agreement applies to the personal data we process on your behalf. It forms part of this agreement. What else we do with data is described at leanaicoach.com/privacy.

## 12 Confidentiality

We treat your data as confidential and do not share it with others, except with the parties listed in the data processing agreement and where the law requires us to.

## 13 Liability

1 Our liability is limited to the amount you paid us for your subscription in the twelve months before the damage occurred, excluding VAT.

2 We are only liable for direct damage. We are not liable for consequential damage, such as lost revenue, lost savings or downtime.

3 We are not liable for damage caused by decisions taken on the basis of output from the AI coach (article 8).

4 These limitations do not apply in case of intent or deliberate recklessness on our part.

5 You report damage in writing, as soon as possible and no later than three months after discovering it. Any claim lapses twelve months after the event that caused the damage.

6 You indemnify us against claims by third parties arising from content entered by you or your users.

## 14 Force majeure

If we cannot meet our obligations due to a cause beyond our control, such as an outage at a supplier, a network failure or an external attack, we are not liable for it. If that situation lasts longer than 60 days, either of us may terminate the agreement. You will then receive a refund of the prepaid amount for the remaining term.

## 15 Suspension and termination by us

1. We may suspend access or terminate the agreement if you seriously breach these terms and do not remedy this after our warning, or if you go bankrupt.
2. If we stop offering Lean AI Coach, we will tell you at least three months in advance and refund the prepaid amount for the remaining term.

## 16 After the end

After your subscription ends, you can still download your data yourself for 30 days. After 90 days we delete your data. Would you like that sooner? On request we delete it within 30 days. Backups are removed no later than 30 days after that.

## 17 Changes to these terms

We may change these terms. We will notify you of a change at least 30 days in advance. For an annual subscription, a change that is unfavourable to you only takes effect from your next year, unless the law requires the change sooner.

## 18 Final provisions

1. We may transfer this agreement to a legal successor that continues Lean AI Coach.
2. If a provision of these terms is invalid, the rest remains in force.
3. This agreement is governed by Dutch law. Disputes are submitted to the District Court of Zeeland-West-Brabant (Rechtbank Zeeland-West-Brabant).
4. These terms are drawn up in English. A translation is provided for information only; in case of differences the English text prevails.