AirBill · Tally AI B.V.

Terms of Service

Version 1.7 — 1 December 2026

AirBill is a digital accounting solution developed for entrepreneurs and accountants. The software is geared towards efficiency, ease of use and clarity, so that you spend less time on administration and keep more room for other things. With AirBill you manage your financial administration easily online and have insight into your figures anytime, anywhere. Because we value transparency, in these terms of service we clearly set out what you may expect from us and what we expect from you.

1. Definitions: who do we mean?

Where these terms refer to 'you' or 'your', we mean you as a user of AirBill's online accounting software, the AirBill apps, additional AirBill services and/or the AirBill website. If the administration is registered in the name of a business, these terms refer to that business as a commercial customer.

'We', 'us' or 'our' means: Tally AI B.V., established at Schipluidenlaan 4, 1062HE Amsterdam, registered with the Chamber of Commerce under number 99443570.

2. Applicability: when do these terms apply and how can you deviate from them?

These terms apply as soon as you use AirBill (including the website and apps), and also when you obtain additional services through AirBill that relate to a separate agreement with a partner.

The agreement comes into being as soon as you accept these terms. You do that with the dedicated checkbox when you create a user account or obtain an additional service, or when you accept an offer from AirBill on the page that AirBill sends you for that offer. That page refers to these terms. Existing users accept these terms on their next use of AirBill. You cannot transfer the agreement to another party.

The AirBill data processing agreement and the Data Act addendum belong to these terms. The data processing agreement sets out how AirBill processes personal data for you.

AirBill always operates on the basis of these terms of service. Only if we expressly agree otherwise in writing or by email does that deviation apply.

If your AirBill administration is registered in the name of a general partnership (vof) or a professional partnership (maatschap), these terms bind all partners.

If a provision of the agreement or these terms is declared invalid by a court (null and void or voidable), the remaining provisions remain in full force.

3. Representation: who may act on behalf of your business?

The persons below may represent your business towards AirBill. In these terms we refer to them as 'Representatives':

- the director(s);
- the indirect director(s) (if the director of your business is itself a company: the director of that company);
- the partners (in a general partnership);
- the partners (in a professional partnership).

AirBill may assume that:

- each Representative is independently authorised;
- no restrictions apply to that authority; and
- each Representative may give instructions on behalf of your business.

AirBill does not have to verify this. You accept that each Representative may independently carry out actions towards AirBill. To the extent necessary, you hereby grant each Representative an irrevocable power of attorney to independently represent your business.

4. Registration: what details do we ask for and what if they are incorrect?

When you create your AirBill account, we ask you for certain details. You ensure that these details are and remain accurate and complete. Does something change? Then you update this as soon as possible in your account and/or via the management of your administration.

For some services AirBill may require additional information, such as correct SBI codes, business activities and details of ultimate beneficial owners (UBOs). Without this (mandatory) information you cannot use those services.

You may not use AirBill services for purposes that do not fit within the business activities and SBI codes that you have provided to AirBill. You must therefore inform AirBill immediately if that information changes. You also report any changes in your situation that are relevant to AirBill immediately, for example in the event of bankruptcy, suspension of payments, administration of assets, placement under guardianship or admission to the statutory debt restructuring scheme.

5. Service provision: what may you expect from AirBill (and what not)?

AirBill wants you to be able to use the service comfortably. We make every effort to keep AirBill functioning well and to improve it continuously.

Nevertheless, AirBill cannot guarantee that the service is always fully available or always works without disruptions. Nor can AirBill guarantee that the service can be used without problems on every operating system, every browser or every (mobile) device.

Sometimes it is necessary to take AirBill offline temporarily for maintenance, updates or improvements. We try to do this as much as possible outside peak times (preferably at night or at the weekend).

AirBill may adjust, expand, remove or change components. As a result, features may disappear (temporarily or permanently), or support for certain systems/devices may stop.

AirBill does its best to provide correct and up-to-date information, but cannot rule out that errors occur in calculations, overviews or reports. This may be due to a system error, but also to data that you provide. Therefore, always check the results (or have them checked) before you use them, for example for tax returns.

In blogs, knowledge base articles, examples and tips (including via support), AirBill shares general information. This is intended as support, but is no substitute for advice from an accountant, bookkeeper or tax adviser; you can therefore derive no rights from it.

Do you use bank connections, partner connections or an API? Then AirBill is only responsible for the connection on the AirBill side. AirBill has no control over your software or that of third parties, or over the systems of banks/partners. Disruptions or changes there fall outside our responsibility and liability.

With an accounting package, an accounting firm keeps your books in AirBill. AirBill chooses the firm and proposes it to you. At the handover AirBill shares your answers to the intake questions with that firm. The firm gets access to your administration when the onboarding is complete: the offer for your package is accepted, the

first amount is paid if AirBill asks for it, and the firm has accepted you as a client. The firm does the accounting work under its own engagement letter with you; AirBill is responsible for the software and for the invoice of the package.

6. Use of AirBill: rules of conduct, prohibited actions and your responsibility

6.1 Basic conditions for use

AirBill is intended for businesses and accountants. You may not create an account as a private individual or as an automated system ("robot"). You must also be 18 years of age or older. An account may only be created by the owner of the business or a legally authorised representative of that business. An accountant or administration office may open its own account and keep its clients' administrations through the accountant portal. It does not open an account in a client's name; access between client and accountant runs through an invitation or, with an accounting package, through AirBill (article 5).

You may run a maximum of one business per AirBill administration. If your business has multiple trade names, those may fall under the same administration.

6.2 What is not permitted?

You may not use AirBill in a way that conflicts with these terms, the law, public order or public decency. Among other things, this means that you:

- do not use AirBill for illegal or criminal activities (such as advertising fraud, VAT fraud via fake invoices, money laundering);
- do not store any unlawful or illegal materials within the AirBill platform;
- do not send spam via AirBill;
- do not attempt to hack or circumvent security measures;
- do not publish any websites that pose as AirBill or otherwise present themselves as AirBill;
- do not place or distribute any harmful code (such as worms/viruses) via AirBill.

In addition, you may not infringe the intellectual property rights of AirBill or third parties. For example, you may not publish content from the website elsewhere without permission and you may not replicate (parts of) AirBill.

You use AirBill in a normal and reasonable way. In the case of use that clearly deviates from normal/reasonable use, AirBill will contact you. AirBill may in that case charge additional costs and, in extreme situations, may terminate the agreement.

6.3 Your responsibilities

You are responsible for the use of AirBill and for all actions that take place via your AirBill account. This also applies in the case of misuse. Has misuse become possible because someone used your login details or security code, or because you gave others access (for example your administration office)? Then AirBill is not liable for this.

You log in with, for example, your phone number, Google or Apple, or in the accountant portal with your email address and password. To prevent misuse, you secure that access well. In the accountant portal we recommend a strong, unique password and two-step verification. You must keep your login details and security codes strictly personal and not share them — not even with AirBill. If AirBill finds that you have nonetheless done so, AirBill may reset your access so that you have to log in again or set a new password.

You install updates that AirBill offers as soon as possible. AirBill also offers the option to give others their own access (for example your bookkeeper), so that you do not have to share your login details.

Finally, you remain responsible yourself for tax remittance (incl. fines, interest and costs) on products and services that you pass on to customers via your AirBill account.

7. Rates: what prices apply to AirBill services?

An AirBill user account is free. Within that account you can add one or more administrations and obtain one or more packages.

At the moment AirBill offers one free package with limited functionality; this may change in the future. For additional possibilities, AirBill offers paid packages. The AirBill website lists the functionalities and the associated price for each package. For an accounting package, AirBill sends you an offer after an introduction call. The offer states the services and the amounts that you pay each month, each quarter, each year and one time. The price and start terms that you accept when you take out a package or accept an offer form part of the agreement. If your needs change, AirBill sends you a changed offer. After you accept it, it replaces the earlier offer; AirBill does not charge again for what you already paid one time or for a period that has not ended.

Accounting firms pay a monthly fee per client administration they manage, pro rata for the number of active days. The rate is on the website or in the offer to the firm.

For additional services that AirBill offers via partners, you pay a fee. That fee depends on the service you use. You can find rate information on the AirBill website. Payments for these additional services are collected automatically and specified on the next invoice. If you change your package to a less extensive version, that change is applied at the end of the current billing period.

AirBill may adjust prices (see article 10).

8. Payment: how is settlement made?

When you choose a paid AirBill package, you provide valid payment details and authorise automatic collection of the monthly amount via SEPA direct debit or credit card. With an accounting package you pay the first amount after you accept the offer, in a checkout or on invoice if AirBill tells you so: the first month, the one-time items and the first period of the quarterly and yearly items. With a payment in the checkout you authorise AirBill to collect the following amounts automatically. AirBill collects the monthly amount each month, for the first time one month after the first payment, and collects a quarterly or yearly amount together with the monthly amount of the month in which it is due.

AirBill sends you an invoice or notice with the amount and the collection date before the collection, as a rule at least 14 days in advance. For an accounting package we agree a shorter notice period: the offer that you accepted is the notice of all collections. AirBill collects the monthly amount each month on the day of the first payment, and in the month in which a quarterly or yearly item is due also that amount, always with VAT. You get no separate notice for each collection; the date of the next collection is in AirBill under Settings, Billing. AirBill issues an invoice after each payment; you find it on the offer page and in AirBill under Settings, Billing. As long as AirBill does not collect automatically for your package, AirBill sends you an invoice with a payment term instead. If you obtain AirBill through a partner that issues its own invoices, you receive the invoice from that partner. Accounting firms receive an invoice for each month after that month ends.

Your payment obligation starts as soon as you obtain the package, unless a trial period is stated for the package. An upgrade during a paid month starts with the next month; a changed offer applies from the next monthly collection. If AirBill pauses your package, AirBill collects nothing during the pause; the months of the pause are collected afterwards. If you cancel the package, the rules of article 14 apply.

If, in addition to the package, you obtain additional services, those costs are likewise collected automatically and specified on your next invoice. If you switch to a less extensive package, this takes effect at the end of the

current billing period.

9. Late payment: what are the consequences?

You ensure that your payment details are up to date and that there is sufficient balance available to pay invoices. If a collection fails or your bank reverses it, AirBill contacts you and may attempt to collect the amount again.

If that does not succeed, you nonetheless pay the outstanding amount within the payment term and state the reference number when doing so.

In the event of late payment, AirBill may charge statutory commercial interest and collection costs. AirBill may also temporarily block your access to (parts of) AirBill until all outstanding amounts have been paid.

In addition, AirBill has the right to dissolve the agreement and stop the service provision, without prior notice of default. In that case AirBill is not liable for damage resulting from you no longer having access to your administration. You can still request your data under article 15.

10. Change of rates: what may AirBill do and what can you do?

AirBill may adjust its packages, services and functionalities. This may lead to rates changing or to new prices applying to additional or amended services.

When AirBill adjusts prices, we inform you at least six weeks in advance. If you do not agree with a price change, you have the right to terminate the agreement free of charge.

If you continue to use AirBill after the effective date of the amended rates, you are deemed to have agreed to the price change.

11. Breach of the terms: what are the consequences?

If you act in breach of these terms of service, you are yourself liable for the damage that results from this.

If AirBill is held liable by a third party for damage that results from your breach of these terms, you fully indemnify AirBill against that damage. This means that any claims, costs and compensation are for your account.

In such cases AirBill may — whether or not after warning — restrict your access to (parts of) the AirBill services, block your account or terminate the agreement. AirBill may also do this at the request of the judicial authorities, a regulator or in response to a court ruling.

In addition, AirBill may be legally obliged to give a third party (such as a regulator or investigative authority) access to your user account.

After termination or closure of your account, you no longer have access to your administration. You can still request your data under article 15.

12. Force majeure: what if AirBill cannot deliver?

If AirBill cannot deliver its services due to force majeure, AirBill is not obliged to fulfil its obligations under the agreement for as long as that force majeure situation continues.

Force majeure includes, among other things (but not exclusively):

- the failure of AirBill's suppliers to perform;
- disruptions in power or internet facilities at AirBill, its suppliers or third parties.

If the force majeure situation lasts longer than sixty days, you have the right to terminate the agreement by closing your account. In that case AirBill is not obliged to pay any compensation.

13. Liability: what is AirBill liable for?

AirBill is only liable for direct damage resulting from an attributable failure. Indirect damage, such as lost profit, missed savings or tax penalties, is excluded.

AirBill's liability is limited to the amount you paid to AirBill in the 12 months before the event causing the damage, with a maximum of € 10,000 per event and € 25,000 per calendar year. These amounts apply together with article 13 of the data processing agreement and are not added up.

These limits do not apply in the case of intent or conscious recklessness of AirBill or its management.

14. Term and end: how does the agreement end?

The agreement runs for an indefinite period.

You can cancel a paid package at any time in AirBill. The cancellation takes effect at the end of the current billing period; after that you use the free package. Before the first paid period the cancellation takes effect immediately. You cancel an accounting package in AirBill under Settings, Billing (in the desktop app), or with a message to AirBill. The package then runs to the end of the last month that AirBill has already charged; after that AirBill charges nothing more and you use the free package. Amounts that AirBill charged before that end remain due. Amounts that you paid in advance for a quarter or a year are not refunded, except in the case of article 6.3 of the data processing agreement. If AirBill has charged you nothing yet, the package ends at once.

You can close your account at any time in AirBill. If you are the last member of an administration, the agreement for that administration ends with this. Outstanding amounts remain due.

AirBill may terminate the agreement with two months' notice, effective at the end of a calendar month. If AirBill terminates, AirBill refunds the part of amounts paid in advance that covers the time after the end. AirBill's rights under articles 6.2, 9 and 11 continue to apply as well.

After the agreement ends, you no longer have access to your administration. Article 15 sets out how you request your data and how long AirBill keeps it.

15. Your data: export, switching and retention

You can request an export of your data at any time through support@airbill.app, up to 30 days after the agreement ends. You receive the administration and the underlying documents free of charge in a structured, commonly used and machine-readable format.

After the agreement ends, AirBill keeps the administration on your behalf for 7 years, unless you ask for earlier deletion. Article 15 of the data processing agreement contains the details.

Do you want to switch to another provider or to your own systems? Then the Data Act addendum also applies.

16. Changes to these terms

AirBill may change these terms if this is needed because of changes in the law or in the service. Article 10 applies to price changes.

We announce material changes at least 30 days in advance, by email and a notice in AirBill. You accept a material change again on your next use of AirBill after the effective date. If you do not agree with the change, you may terminate the agreement free of charge as of the effective date.

AirBill keeps every published version available. You can download the version you accepted in your account settings.

17. Governing law and disputes

Dutch law applies to the agreement and these terms. Disputes are submitted to the competent court in Amsterdam, unless mandatory law provides otherwise.

If the Dutch and the English text differ, the Dutch text prevails.