GENERAL TERMS AND CONDITIONS EARLYUP – PRO

ARTICLE 1 – DEFINITIONS

1. In these terms and conditions, the following terms are defined as follows:

Account	The online environment where the Professional can log in and manage the settings and functionalities of their profile within the Pre-App of the Platform.
Earlyup	Ergon AI B.V., established at Pieter Breughelstraat 50 (4625BH), Bergen op Zoom, the Netherlands, and registered with the Dutch Chamber of Commerce under number 91931797, operating under the brand name Earlyup.
General Terms and Conditions	The conditions described in this document.
Platform	Also referred to as the Full-App, being the full and final version of the Platform developed by Earlyup on which Professionals can ultimately publish their Services, process payments and interact with Users.
Pre-App	The current version of Earlyup's digital platform, with limited functionalities and accessible exclusively to Professionals, intended to collect information in preparation for the full launch of the Platform.
Privacy Policy	The statement issued by Earlyup describing how personal data of Professionals are collected, processed, and protected, and which rights they may exercise in this respect. The Privacy Policy forms an integral part of these General Terms and Conditions and is available via this link.
Professional(s)	The professional, being either a natural or legal person, who through the Full-App makes themselves available to perform work and to receive requests for quotations in order to make offers to potential Users for the performance of a Service.
Profile	The collection of data and content entered by the Professional within their Account, including personal data, specialisations,

	professional background, descriptions of Services and any supporting documents or media, which together form a representation of the Professional for use within the Pre-App and/or the Platform.
Service	The professional services provided by the Professional within their field of expertise to potential Users.
User(s)	The natural or legal person who offers or commissions work to a Professional through the use of the Platform.

ARTICLE 2 – APPLICABILITY

1. These General Terms and Conditions apply to all acts, legal relationships and agreements between Earlyup and the Professional in the context of the use of the Pre-App, regardless of how these are established.
2. By creating an Account and using the Pre-App, the Professional declares to have read these General Terms and Conditions and unconditionally agrees to them.
3. Deviations from these General Terms and Conditions are valid only if expressly agreed in writing between Earlyup and the Professional.
4. Earlyup reserves the right to unilaterally amend or supplement these General Terms and Conditions. Amendments shall be communicated to the Professional at least thirty (30) days before they take effect. If the Professional does not agree with the amendments, they have the right to discontinue their use of the Pre-App before the amendments take effect.
5. If and to the extent any provision of these General Terms and Conditions is declared null and void or annulled, the remaining provisions shall remain in full force and effect. In such case, Earlyup shall establish a new provision that aligns as closely as possible with the intent of the original void or annulled provision.
6. The Professional acknowledges that, in the event of a transition to the Full-App, additional terms and conditions will apply, including but not limited to provisions concerning verification, payment, publication of Services and other core functionalities. The Professional declares themselves willing to accept these terms in full as a condition for continued use of the Platform. Earlyup shall make the amended or new version of the General Terms and Conditions available to the Professional in due time, after which continued use of the Platform will only be possible upon acceptance thereof.

ARTICLE 3 – PURPOSE OF THE PRE-APP

1. The Pre-App has been developed with the aim of obtaining early insight into the potential market for the Full-App and to enable Professionals to prepare and optimise their Profile prior to the official launch of the Platform.
2. The Pre-App is available in two configurations. The calendar and AI scheduling functionalities are available in several countries worldwide, allowing professionals to manage their availability and schedule appointments through AI-driven calendar management. The

payment link feature, which allows professionals to create payment links and receive payments through Stripe Connect, is currently available exclusively to professionals registered in the Netherlands. Where the payment link feature is enabled, Earlyup collects the required onboarding information and identity documents directly from the Professional and submits these to Stripe for verification and payment processing.

3. Configuration 1: two AI-driven functionalities:
    a. AI Calendar Management: the Professional can provide Earlyup with information about the nature and details of an appointment, such as the type of meeting and the parties involved. Based on this information, Earlyup's AI automatically generates a calendar item for the Professional's review. The Professional must verify and confirm the proposed calendar item before it is finalised. Upon confirmation, the calendar item is automatically created in the Professional's agenda. The Professional remains at all times responsible for the accuracy and completeness of the information provided and for the verification of the generated calendar item prior to confirmation.
    b. AI Service Agent Composer: the Professional can use the Pre-App to build a professional profile describing their services and areas of expertise. The Professional provides Earlyup with relevant information about their background, skills and services. Verbal or in writing. Based on this input, Earlyup's AI generates a professional profile for the Professional's review. The Professional must verify, edit where necessary, and confirm the proposed profile before it is published or used within the platform. Earlyup assists in the composition of the profile but does not guarantee the accuracy, completeness or suitability of the generated content. The Professional remains solely responsible for the final content of their profile.
4. Within the Pre-App, Professionals may:
    1. create an Account;
    2. build a complete Profile, including personal data, specialisations and other relevant information;
    3. manage a personal calendar;
    4. describe conceptual Services and generate documents for your own use.

    Within the Netherlands, Professionals may additionally:
    c. activate the payment link feature through Stripe Connect;
    d. create and share payment links with clients for services rendered;
    e. receive payments directly from clients through the payment link;
    f. receive payouts to their bank account through Stripe;
    g. access transaction records and payment insights within the platform.

    For the avoidance of doubt, Earlyup does not hold funds at any point in this process. Payments and payouts are processed directly by Stripe. Earlyup facilitates the connection between the Professional and Stripe but is not a party to the payment transaction itself.
5. The Pre-App expressly does not provide the possibility to:
    1. publish Services to third parties;
    2. receive assignments via the Platform;
    3. process payments through the Platform, for worldwide countries except The Netherlands;
    4. actively communicating with Users via the Platform.

6. The functionalities of the Pre-App may be altered, limited or discontinued by Earlyup at any time and without prior notice.
7. The AI-generated profile content or the calendar item is not unique or exclusive to the Professional. Other professionals using the platform may receive similar suggestions or outputs based on comparable input. The Professional acknowledges this and remains solely responsible for differentiating and personalising their profile content.
8. The Professional acknowledges that use of the Pre-App does not confer any right to participate in the Full-App or to the continuation of the Account after termination of the Pre-App phase. Participation in the Pre-App does not create any entitlement to availability, service, or compensation of any kind.
9. Earlyup shall at all times be entitled to discontinue the development of the Full-App in whole or in part, or to refrain from rolling it out in certain countries or regions.
10. Participation in the Pre-App does not confer any rights with regard to continued use, functionalities, availability, support, compensation or access to the Platform. All rights remain expressly reserved to Earlyup.

ARTICLE 4 – ACCOUNT REGISTRATION

1. To use the Pre-App, the Professional must create an Account through the designated digital environment. When creating the Account, the Professional must at least provide the following information:
    1. first and last name;
    2. email address; and
    3. a brief description of professional background and relevant experience.
2. The registration process is limited to these basic details. No verification of documents, business information or additional data is required, unless Earlyup deems this necessary at any time.
3. Registration is only completed after the Professional has created a personal login and password and has confirmed their email address via a verification message sent by Earlyup.
4. The Professional is responsible for accurately and fully providing the requested information and for keeping their login details confidential. Any action taken through the Account is deemed to have been carried out by or on behalf of the Professional. Misuse or unauthorised use must be reported to Earlyup immediately.
5. Earlyup may at any time refuse, restrict or revoke the registration of a Professional without stating reasons. Earlyup may also temporarily or permanently block the Account in case of (suspected) violation of these General Terms and Conditions, misuse or other irregularities.
6. Access to and use of the Pre-App is strictly personal and non-transferable. The Professional is not permitted to grant third parties access to their Account or share the functionalities of the Pre-App.
7. After the Pre-App has ended, the Professional may, if invited, continue their participation on the Full-App. In doing so, the Professional must complete the full admission procedure as established for the Full-App. This procedure includes, among other things:
    a. submission of identity documents and supporting documentation required for KYC verification, which Earlyup collects directly and submits to Stripe for verification purposes;
    b. verification of identity and contact details;

c. provision of professional and tax documentation;
d. provision of diplomas and certificates;
e. additional risk assessment depending on the Services offered (e.g. proof of liability insurance);
f. acceptance of the general terms and conditions applicable to the Full-App.

8. Without successful completion of this admission procedure, the Professional cannot use the services and functionalities of the Full-App.

ARTICLE 5 – PROFILE CREATION AND USE BY EARLYUP

1. Within the Pre-App, the Professional is expected to create a complete and representative Profile. This Profile serves as the basis for future publication on the Full-App. The Professional guarantees that all information included in the Profile is correct, complete and up-to-date. If data changes, the Professional must immediately adjust his Profile.
2. The Professional warrants that all information included in the Profile is correct, complete and up to date. If details change, the Professional must promptly update their Profile.
3. Although the Profile is not published to third parties at this stage, Earlyup reserves the right to make extensive internal use of the Profile and the information contained therein. Such use may include (but is not limited to):
    1. analysing user behaviour, trends and market interest;
    2. training and improving algorithms, including automated recommendation systems;
    3. improving and personalising the user experience within the Platform;
    4. optimising the content, layout and structure of Profiles;
    5. preparing communications and information for Professionals in the context of onboarding;
    6. conducting risk assessments for future access control;
    7. internal reporting, strategic decision-making and functional development of the Platform.
4. For a complete overview of how personal data from the Profile are processed, reference is made to the Privacy Policy of Earlyup, in particular Article 11 of these Terms.
5. If Earlyup discovers during or after the Pre-App that the Profile contains misleading, inappropriate or incorrect information, it is entitled to take corrective measures, including removal or blocking of the Account, without prior notice.
6. The Professional acknowledges that information provided to the AI functionalities may be used by Earlyup to improve and train its AI systems, in accordance with the Privacy Policy. The Professional does not hold any proprietary rights over AI-generated outputs.

ARTICLE 6 – USE AND ACCESSIBILITY

1. The Pre-App is made available by Earlyup on a temporary and experimental basis. Access is granted exclusively to Professionals explicitly approved by Earlyup.
2. The functionalities of the Pre-App are limited and may differ per user or user group. Earlyup reserves the right to make changes at any time to the availability or content of parts of the Pre-App, including temporarily or permanently removing functionalities.
3. The Pre-App is intended solely for testing and preparatory purposes. The Professional is therefore not permitted to use the Platform:
    a. for commercial services to third parties;

b. for communication or transactions with Users;
c. for publishing or promoting Services to consumers;
d. for any purpose other than preparing their Profile and exploring the functioning of the Platform.

4. Access to the Pre-App is granted on a personal basis and may be revoked by Earlyup at any time without stating reasons. Earlyup is not obliged to provide continuity, support or availability and does not guarantee error-free operation, accessibility, or compatibility with devices, browsers or networks.

ARTICLE 7 – SUBSCRIPTIONS AND PRICING

1. Earlyup offers the following subscription plans, available for purchase through the Apple App Store and Google Play:
   a. Weekly plan: €4.99 per week
   b. Monthly plan: €12.99 per month
   c. Yearly plan: €89.99 per year
2. A free trial period of 7 days is available for new subscribers. Upon expiry of the free trial, the subscription will automatically convert to a paid plan at the applicable rate unless cancelled before the end of the trial period. Once the free trial is cancelled or expires, access to all paid features will be immediately discontinued. Earlyup does not offer partial access to paid features for users who do not hold an active subscription.
3. All subscription plans are auto-renewable. The subscription automatically renews at the end of each billing period (weekly, monthly or annually as applicable) at the then-current price, unless cancelled by the Professional at least 24 hours before the end of the current billing period. The renewal charge will be applied within 24 hours prior to the end of the current billing period. Access to the Calendar Management and Service Agent Composer functionalities requires an active paid subscription. Upon expiry of the free trial, continued access to these functionalities is subject to payment of the applicable subscription fee. Earlyup does not offer partial access to these features without an active subscription.
4. Where applicable under the EU Consumer Rights Directive, the Professional has a right of withdrawal of 14 days from the start of the subscription. If the Professional has already used the service during this period, Earlyup may charge costs proportionate to the extent of use. The right of withdrawal does not apply where the Professional has expressly waived this right and acknowledged that the service has commenced. Cancellation of a subscription must be done through the settings of the relevant platform (Apple App Store or Google Play). Cancellation takes effect at the end of the current billing period. No refunds are provided for unused periods of a current subscription, except where required by applicable law.
5. Earlyup reserves the right to change subscription prices. Where a price increase exceeds the applicable threshold, Apple or Google may request the subscriber's consent to the new price prior to renewal. The Professional will be informed of any material price changes in accordance with applicable platform policies.
6. In-app subscription payments are processed exclusively by Apple (App Store) or Google (Google Play). Earlyup uses RevenueCat to manage subscription status, validate purchase receipts, track entitlements and provide subscription analytics. RevenueCat does not have access to full payment details; payment processing is handled exclusively by Apple or Google. RevenueCat validates purchase receipts issued by Apple or Google to confirm the validity of

subscriptions and prevent fraudulent use of the platform. For more information on how RevenueCat processes personal data, please refer to our Privacy Policy.

ARTICLE 8 – MINORS

1. The Platform, including the Pre-App, is in principle intended for users aged 18 years and older. Minors aged 16 or 17 may register but may only offer Services that are appropriate to their age and experience, such as tutoring or homework assistance. Before offering such Services, a consent form provided by Earlyup must be submitted, signed by a parent, guardian or other legal representative.
2. Upon transition to the Full-App, stricter requirements will apply to the registration and offering of Services by minors, including further categorisation of risk levels. These additional terms will be provided to the Professional and must be accepted before continued use of the Platform is possible.

ARTICLE 9 – TERMINATION OF PARTICIPATION AND USE OF DATA

1. Participation in the Pre-App may be terminated by either the Professional or Earlyup at any time without notice. The Professional may do so by actively terminating their Account through the available functionality or by ceasing use of the Pre-App for an extended period. Earlyup may also terminate access to the Account, for example in cases of misuse, inactivity or changes in testing purposes.
2. After termination, the Professional's Account will be deactivated and access to the Pre-App will end. Data entered or generated by the Professional in the context of use of the Pre-App will in principle remain the property of the Professional.
3. Earlyup is entitled to continue using such data, including the Profile and supporting content, for up to twelve (12) months after termination for internal purposes such as:
   a. quality analysis and optimisation of the onboarding process;
   b. evaluation of usage patterns;
   c. improvement of the Full-App;
   d. possible reactivation of Profiles if the Professional later re-joins.
4. If the Professional later wishes to participate in the Full-App, Earlyup may decide to make previously submitted data available again for onboarding, provided these are still available and meet the applicable requirements. The Professional remains responsible for the accuracy and currency of such data.
5. After expiry of the above period, the data will be deleted unless Earlyup is legally required to retain them longer, or the Professional has expressly consented to longer storage.
6. Requests for access to or deletion of personal data may be submitted in accordance with the Earlyup Privacy Policy.

ARTICLE 10 – THE FULL-APP

1. After completion of the Pre-App testing phase, Earlyup intends to roll out the Full-App. The Full-App provides a digital environment in which Users and Professionals can connect for the performance of work. Within this environment, a User may post assignments and a Professional may offer their Services after completing a more extensive registration and verification process.

2. Earlyup acts solely as an intermediary by providing the Platform as a technical tool through which Users and Professionals can connect. Earlyup is not a party to any agreements concluded between Professionals and Users and shall have no control over, or responsibility for, the content, quality or execution of the agreed work. Any liability of Earlyup for damages arising from or related to such work, or to the accuracy of information provided by Professionals or Users, is excluded except where mandatory law provides otherwise. To the extent Earlyup is liable, such liability shall be limited to direct damages and capped at the amount agreed for the relevant contract (with a maximum of twice that amount), and in any event never exceeding € 2,500,000. Liability for indirect damages, including consequential damages, lost profits, lost savings and damages due to business interruption, is excluded at all times. Any claim will lapse if not submitted in writing to Earlyup within three (3) months after the damage occurred. By accepting these General Terms and Conditions and using the Pre-App, the Professional expressly accepts these exclusions and limitations of liability for use of the Platform.
3. Within the Full-App, artificial intelligence will be used to make suggestions of suitable Professionals based on User requests. This advice is entirely automated, non-binding, and does not relieve any party of their own responsibility for verification or due diligence.
   Earlyup reserves the right to modify, expand or restrict the content and functionalities of the Full-App at its own discretion.
4. Within the Full-App, Professionals may access paid subscription plans through in-app purchases. Subscription payments are processed exclusively through Apple (App Store) or Google (Google Play), who act as independent controllers for the payment transaction. Earlyup will use RevenueCat to manage subscription status, receipt validation and entitlement tracking. Earlyup does not process payment card details directly.

ARTICLE 11 – PRIVACY

1. Earlyup processes personal data of Professionals exclusively in the context of use of the Pre-App, in compliance with applicable data protection laws and regulations, including the General Data Protection Regulation (GDPR) and the Dutch GDPR Implementation Act (UAVG).
2. Earlyup implements appropriate technical and organisational measures to protect personal data against loss, misuse or unlawful processing. Only data necessary for analysis, optimisation of onboarding, and preparation of the Full-App are collected and processed. Personal data are retained in accordance with the retention periods set out in the Privacy Policy, which vary per data category and may be extended where required by applicable law, including KYC and AML obligations.The Professional is responsible for the accuracy of the personal data provided and acknowledges that such data are used solely for internal purposes by Earlyup, including:
   a. analysis of user behaviour and trends;
   b. improvement of onboarding;
   c. preparation of functionalities within the Full-App.
3. The processing of personal data is governed by Earlyup's Privacy Policy. This Privacy Policy has been drafted to cover both the Pre-App and the Full-App, specifying which provisions do not yet apply to the Pre-App. Without acceptance of the Privacy Policy, it is not possible to create an Account.

4. If a data breach occurs at either Earlyup or the Professional that may affect the personal data processed in the Pre-App, a reporting obligation applies. The Professional must notify Earlyup without delay and cooperate in implementing necessary measures.

ARTICLE 12 – INTELLECTUAL PROPERTY

1. All intellectual property rights related to the Pre-App, including but not limited to software, algorithms, design, texts, images, databases and other content, are owned exclusively by Earlyup or its licensors.
2. The Professional is not permitted, without prior written consent from Earlyup, to copy, reproduce, distribute, disclose, modify or use any part of the Pre-App, including the source code, data structure, logos, brand name or content, other than as necessary for the agreed use of the Pre-App.
3. The Professional warrants that all data, texts, images and other content entered or uploaded within the Pre-App do not infringe third-party rights, including intellectual property rights. The Professional indemnifies Earlyup in full against any third-party claims arising therefrom.
4. Earlyup reserves the right to remove content that is contrary to these Terms, or that can reasonably be considered unlawful or infringing third-party rights, without prior notice.
5. If and insofar as the Professional provides content for promotion or profiling within the Pre-App, they grant Earlyup a non-exclusive, royalty-free, worldwide, transferable and sublicensable licence to use, store, adapt and publish such content for the operation and promotion of the Pre-App. In the context of the Pre-App, Earlyup acts solely as a provider of a test environment and is in no way a party to transactions or future agreements, since such functionalities are not available within the Pre-App.

ARTICLE 13 – WARRANTIES OF THE PROFESSIONAL

1. The Professional warrants that all information provided by them within the Pre-App is accurate, complete and up to date, and that they will refrain from providing misleading or false information.
2. The Professional declares:

a. that they possess the knowledge and experience necessary to create a representative Profile;
b. that they provide personal data, specialisations and other content within their Profile carefully and truthfully;
c. that they comply with applicable laws and regulations concerning the provision and management of this information;
d. that they refrain from conduct that may harm the testing process or the integrity of the Platform, including fraudulent practices or misuse of the system.

ARTICLE 14 – LIABILITY

1. Within the framework of the Pre-App, Earlyup acts solely as a provider of a test environment and is in no way a party to transactions or (future) agreements, as these functionalities are not available within the Pre-App, except where the payment link feature is enabled for Professionals registered in the Netherlands.
2. Use of the Pre-App, as well as later use of the Full-App, is entirely at the Professional's own risk. Reference is also made to Article 10.2 of these Terms.

3. The Pre-App is offered on an “as is” and “as available” basis. Earlyup makes no warranties regarding availability, completeness, error-free operation, compatibility or fitness for a particular purpose.
4. Earlyup shall not be liable for any inaccurate, incomplete, misleading or otherwise incorrect content generated by its AI functionalities, including but not limited to AI-generated calendar items and Service Agent Composer. The Professional is solely responsible for reviewing, verifying and approving all AI-generated content before use. Earlyup's AI functionalities are provided as a tool to assist the Professional and do not constitute professional advice of any kind.
5. Earlyup shall not be liable for any indirect damages, consequential damages, lost profits, loss of data, reputational damage or other intangible damages resulting from, for example:
    a. use or inability to use the Pre-App;
    b. technical failures, interruptions or defects;
    c. inaccuracy or incompleteness of data entered by the Professional;
    d. unauthorised use of the Account by third parties;
    e. termination or restriction of access to the Pre-App.
6. If, notwithstanding the above, Earlyup is liable, such liability shall be limited to compensation for direct damages and capped at the amount equal to the fee paid by the Professional for participation in the Pre-App.
6. Earlyup’s liability for property damage or personal injury is in any case limited to the amount paid out under its liability insurance, up to a maximum of € 2,500,000 per incident or series of related incidents.
7. All claims by the Professional against Earlyup shall lapse if not submitted in writing within three (3) months after the event causing the damage occurred.
8. The Professional indemnifies Earlyup against all third-party claims arising from use of the Pre-App or from violation of these General Terms and Conditions.
9. By accepting these General Terms and Conditions and participating in the Pre-App, the Professional expressly declares to have read, understood and accepted the exclusions and limitations of liability set out in this Article.

ARTICLE 15 – MISCELLANEOUS

1. Provisions intended by their nature to survive termination of the Agreement or Account shall remain in force. This includes, inter alia, provisions concerning liability, indemnification, intellectual property rights, confidentiality and dispute resolution.
2. All information on the website or the Pre-App of Earlyup is for information purposes only and non-binding. No rights may be derived therefrom.
3. Earlyup is available in several countries worldwide. A current overview of the countries in which Earlyup is active can be requested at any time by contacting privacy@earlyup.ai. Earlyup does not operate in countries that are subject to international sanctions or that are classified as high-risk jurisdictions for anti-bribery and corruption purposes under applicable international standards, including FATF guidelines. Earlyup reserves the right to restrict or discontinue availability in any country at any time where required by law or regulation.
4. These General Terms and Conditions, all agreements between Earlyup and the Professional, the Agreement and any use of the Platform and all related disputes, regardless of the legal basis, are governed by Dutch law.

5. All disputes arising therefrom shall be submitted exclusively to the competent court in Amsterdam, the Netherlands.
6. Where mandatory local laws of the country in which the Professional is based provide stronger protections than those set out in these General Terms and Conditions, those mandatory protections will apply in addition to and, where they conflict, will prevail over these terms.

Version 2.2026.05.21

PRIVACY POLICY ERGONAI - PRO

1. Introduction and Scope

Ergon AI B.V. operating under the trademark and brand name Earlyup (“Earlyup”, “we” or “us”) respects your privacy and is committed to protecting your personal data.

Purpose Privacy Policy

This Privacy Policy explains how Earlyup processes the personal data of professionals who register and use the Earlyup platform to offer their services. Earlyup operates as a digital platform that facilitates connections between independent professionals and private individuals (“users”) seeking to have certain services carried out. In doing so, we act as an intermediary and not as a contracting party between the professional and the user.

Pre-App and full version App

Earlyup will launch in two stages. The first stage is the Pre-App, which contains only limited core functionalities such as registration, account creation, and basic profile management. The Pre-App is designed to allow professionals to familiarise themselves with the platform and to start building their profile and presence. It does not yet include features such as bookings, integrated payments, full contractual workflows, or automated service agreements. The Pre-App may, however, include a limited payment feature that allows professionals to create payment links and receive payments through Stripe Connect, without Earlyup holding funds. Where this feature is enabled, Earlyup collects the required onboarding information and identity documents directly from you and submits these to Stripe for verification and payment processing. The second stage is the full launch of the Earlyup platform, which will introduce these additional features and functionalities.

For clarity, this Privacy Policy covers both the pre-launch version of the platform (the Pre-App) and the full version (the App). When reading this Privacy Policy in the context of the Pre-App, any section or functionality that is not yet available will be explicitly marked as “Not Applicable for Pre-App”. These provisions automatically apply once the App is launched in full. Upon launch of the full App, we will share the (updated) Privacy Policy and the General Terms and Conditions for the App with you again, and you will be asked to review and accept them before continuing to use our services.

Applicability Privacy Policy

This Privacy Policy applies exclusively to the processing of personal data of professionals who register, create a profile, manage their availability and services, interact with users, and carry out assignments through the Earlyup platform. With “professionals” we mean independent contractors, freelancers or service providers who offer their services through the platform, whether as natural persons or through a business entity. If you use the platform as a private individual, a separate privacy policy applies. That policy can be accessed here.

We process personal data in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR") and, where applicable, the Dutch Implementation Act (Uitvoeringswet Algemene Verordening Gegevensbescherming, "UAVG"). This Privacy Policy includes detailed information about the types of data we collect, the purposes for which we use it, the legal bases we rely on and the rights you have as a data subject.

By creating an account and using our platform as a professional, you acknowledge that you have read and understood the General Terms and Conditions and this Privacy Policy.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us, by updating your profile from time to time.

For an overview of the countries in which Earlyup is available, please refer to Annex II.

Contact Details

Earlyup is the controller of your personal data as described in this Privacy Policy. As controller, Earlyup determines the purposes for which and the means by which your personal data is processed, in line with the General Data Protection Regulation (GDPR) and the Dutch Implementation Act (UAVG). We are a company registered in the Netherlands, with our registered office at:

Pieter Breughelstraat 50
4625 BH in Bergen op Zoom

And registered in the Dutch Chamber of Commerce under number 91931797.

If you have any questions or concerns about the way we process your personal data, or if you wish to exercise your rights under the data protection law, you can contact our Data Protection Officer (DPO) at **privacy@earlyup.ai**.

We aim to handle all concerns with care and confidentiality. If you are not satisfied with the way we handle your personal data or respond to your request, you have the right to lodge a complaint with the Dutch Data Protection Authority: the Autoriteit Persoonsgegevens,. More information can be found at www.autoriteitpersoonsgegevens.nl.

2. What personal data we process and why

To provide you with access to the Earlyup platform as a professional, we need to process personal data. This data is either provided directly by you or collected automatically when you use the platform. In the table below, we explain what types of data we collect, when we collect them and for what purposes they are used. We only collect the information that is necessary for the operation of our platform, the fulfilment of our legal obligations, or the improvement of our services.

Type of data	When we collect it	Why we collect it
Account and identification details (name, date of birth, business name, address, email, phone number, Chamber of Commerce registration number, VAT number, profile photo)	When you register for an account or update your details	To identify you, create and maintain your account, and display your profile to customers
Stripe onboarding and verification data (KYC) (e.g. legal name, date of birth, address, nationality, business details, Chamber of Commerce details, beneficial owner / controlling person details, identity document data and verification status, copies of government-issued identity documents which may contain biometric data in the form of a photograph**,** bank account details for payout purposes, and,	When you complete the Earlyup onboarding process and provide your personal details, identity documents (such as a copy of your passport or ID), and any supporting documentation required for payment processing. Additional documents may be requested if further verification is needed.	Earlyup uses Stripe Custom Connect for payment processing. This means, Earlyup collects all required onboarding information and identity documents directly from you through the Earlyup platform. Stripe is not visible to you during this process. The information you provide is securely submitted by Earlyup to Stripe, after which Stripe performs the identity verification and KYC checks on our behalf. Stripe acts as a processor in this context, processing your

Type of data	When we collect it	Why we collect it
where required, supporting documents such as proof of address or company documentation)		data only on Earlyup's instructions. You will interact exclusively with Earlyup throughout the onboarding process. Therefor we collect this information to verify your identity and eligibility for payment processing in accordance with applicable KYC and AML regulations.
Professional credentials and qualifications (diplomas, certificates, licences, proof of specialisation)	During onboarding or when updating your profile	To verify your qualifications and authorisations for the services you offer
Profile and service information (biography, list of services, specialisations, rates, service locations, photos, descriptions)	When you complete or update your profile	To inform customers about your services and match you with relevant work requests
Agenda and booking data (availability, scheduled appointments, confirmations, cancellations, rescheduling and AI-driven calendar management and automated scheduling)	When you update your calendar or when customers book or amend an appointment, or when you provide us with instructions or information to manage and schedule your calendar automatically.	To manage your availability, coordinate appointments, and keep both parties informed and to enable us to automatically manage and schedule your calendar based on the instructions or information you provide.
Communication data (content and metadata of messages and video calls via the platform) *(Not Applicable for Pre-App)*	When you use the chat or video call function to interact with customers	To facilitate service coordination, prevent misuse, and support dispute resolution

Type of data	When we collect it	Why we collect it
Financial and transaction data Platform financial and billing data (Full App only) (e.g. bank details, subscription type, invoice data, payment history, commission records, revenue data)	When you set up payouts, complete bookings, or process payments through the platform	To process your earnings, handle invoices, manage commissions, and meet financial and tax obligations
Payment links	Pre-App + App (if payment links are enabled): when you activate Stripe Connect, create payment links, receive payments or request/receive payouts through Stripe. Full App only: when you use paid platform features, process bookings, or when commission/subscription billing applies	Pre-App + App (if payment links are enabled): to enable payment links through Stripe Connect and provide transaction/payout insights. Payments and payouts are processed by Stripe; Earlyup does not hold funds and does not store full card data. Full App only: to administer subscriptions and billing, calculate and charge commissions/fees (where applicable), and comply with accounting/tax obligations.
Tool and equipment rental data (details of rented items, price, availability, terms of use) *(Not Applicable for Pre-App)*	When a customer books a service that includes tool or equipment rental	To record rental agreements, arrange delivery or availability, and handle related payments

Type of data	When we collect it	Why we collect it
Ratings and performance metrics (customer reviews, response times, booking acceptance rates, completion rates, platform activity data) *(Not Applicable for Pre-App)*	When you complete assignments or interact with customers	To monitor quality, improve platform reliability, and determine visibility or perks
Technical and usage data (IP address, device identifiers, browser type, access logs, login times, interaction data)	Automatically when you use the platform	To maintain security, ensure platform functionality, and improve user experience
AI-matching and automated suggestions (profile data, service information, advice, and other relevant indicators) *(Not Applicable for Pre-App)*	Automatically generated when a user submits a question or describes a need through the platform	To analyse the request and provide initial guidance on possible steps the user could take to address the issue themselves, and to identify the type of professional or specific services that may be required, based on profile and service data
Minor verification data (copies of consent forms, verification of service risk category)	When a professional under 18 registers and seeks to offer services	To comply with legal requirements and internal safety standards regarding services offered by minors
Assignment agreement data (details of the specific job contract, including service description, agreed terms, date, time, and confirmation or signature records) *(Not Applicable for Pre-App)*	When an assignment agreement is generated through the platform and confirmed or signed by the professional and the user	To provide both parties with a legally valid record of the agreed service, to store a copy for administrative purposes, and to meet legal and contractual obligations

Type of data	When we collect it	Why we collect it
Insurance documentation *(Not Applicable for Pre-App)*	When the professional uploads or updates proof of professional or business insurance	To verify compliance with platform requirements and to ensure that services are provided safely and in line with applicable obligations
Location	When you provide your service area or when we derive an (approximate) location from your device or IP address	To show relevant job requests near you and to improve matching accuracy and fraud prevention
Support and correspondence records (communications with customer support or Earlyup)	When you contact us or respond to our communications	To resolve your issues, provide assistance, and maintain service quality

Special categories of personal data

We do not intentionally collect special categories of personal data (such as health information or data revealing racial or ethnic origin) unless strictly necessary and permitted by law. Similarly, we do not process information about criminal convictions unless legally required for certain services, in which case you will be informed in advance.

If, in exceptional circumstances, we need to process special categories of personal data, we will do so only where a lawful ground under Article 9 GDPR applies and with additional safeguards, which include restricted access, enhanced security controls and purpose limitation. We will inform you in advance and, where required, obtain your explicit consent.

Where identity documents such as passports or national ID cards are collected as part of the Stripe Custom Connect onboarding process, these may contain biometric data in the form of a photograph. Such data is processed solely for identity verification purposes and in accordance with applicable law. Earlyup does not use biometric data for any purpose other than forwarding it to Stripe for identity verification. Earlyup does not perform biometric analysis itself. Once submitted to Stripe, the data is processed by Stripe in accordance with its own privacy policy and retention obligations.

Please note that providing identity documents containing biometric data is strictly required for payment processing purposes only. If you do not wish to provide such documents, you will not be able to use the payment link feature. Earlyup does not use or analyse biometric data for any other purpose and does not retain it beyond the period required by applicable law. Where Earlyup operates outside the EEA, the processing of biometric data is subject to applicable local law in addition to the safeguards described in this Privacy Policy.

3. How we collect your data

We collect personal data from you in different ways. Some of this information is provided directly by you, while other information is collected automatically when you use the platform, or comes from third parties that help us operate and improve our services. The table below explains the sources and methods we use to collect your data and the reasons for doing so.

Source	How we collect it	Why we collect it
Directly from you	When you create an account, fill in your profile, update your details, upload documents, respond to customer requests, or communicate via our chat or video tools. Where payment processing is enabled, this also includes providing your identity documents and supporting documentation (such as a copy of your passport or ID, proof of address, and business details) directly through the Earlyup platform as part of the Stripe Custom Connect onboarding process.	To set up and maintain your account, verify your identity and qualifications, match you with relevant assignments, and enable you to communicate with users
Automatically through your use of the platform	When you log in, browse, interact with features, or exchange messages, our systems generate technical data such as log files, device identifiers, IP addresses, and session information	To keep the platform secure, ensure proper functionality, measure performance, and improve user experience
From your transactions on the platform	When you submit offers, agree on assignments, complete services, receive ratings, or make/receive payments, including updates to your availability or bookings initiated by the customer and When you and a customer confirm or sign the job contract generated by Earlyup	To process payments, calculate commissions, maintain transaction records, monitor quality, reward high performance and To create a binding record of the service agreement
Through automated matching and ranking systems	When your profile and performance data are used by our AI-based matching tools to suggest your services to customers	To match you with relevant customer requests, provide advice to users, and improve the efficiency of the platform
From third parties	From service providers that support our payment processing, hosting, analytics, and identity verification, or from customers providing feedback or ratings about your services. Where payment links are enabled, we receive back from Stripe only the verification status of your account (for example: pending, approved, rejected, or additional information required).	Because we have not developed these tools in-house and leading third-party providers in the market offer proven, high-quality solutions. By relying on their expertise, we can deliver a secure, reliable, and high-performing platform while ensuring compliance with legal requirements, preventing fraud, verifying the information you provide, and maintaining trust on the platform

We only collect personal data from external sources when it is lawful to do so and when it is necessary for the operation of our platform. In all cases, we ensure that such data is processed in

accordance with this Privacy Policy and applicable data protection laws.

4. Personal Data of Minors

8. **General principle**
   The Earlyup platform is designed and intended for use by adults. We do not knowingly collect or process personal data of individuals under the age of eighteen without appropriate parental or guardian consent.
9. **Minor professionals**
   Although the Earlyup platform is primarily intended for use by adults, certain low-risk services offered through the platform may also be performed by minors (for example: providing tutoring to younger students). In such exceptional cases, a minor may register and operate as a professional on the platform only if verifiable consent from a parent or legal guardian has been obtained in advance. The required consent must be granted before any personal data of the minor is processed or any service is provided, and the consent documentation will be retained in accordance with this Privacy Policy.
10. **Parental consent form**
    The required parental consent form will be provided through the Earlyup platform. Both the professional and the parent or guardian must complete this form before any personal data of the minor is processed or the service is carried out.
11. **Applicability of this Privacy Policy**
    When a minor is registered as a professional on the platform, all provisions of this Privacy Policy apply fully to the processing of their personal data. In addition, the parent or legal guardian who has provided consent has the right to exercise, on behalf of the minor, all rights described in the section Rights of data subjects.
12. **Retention of consent documentation**
    A copy of the completed parental consent form will be retained by Earlyup for as long as necessary to demonstrate compliance with legal obligations, and in accordance with the retention periods set out in this Privacy Policy.
13. **Removal of unauthorised data**
    If we become aware that personal data of a minor has been collected without the necessary parental or guardian consent, we will take steps to delete such data and the account promptly, unless retention is required by law.

5. Legal bases for processing and how we use your data

Under the GDPR and the Dutch UAVG, we must have a valid legal basis for every processing activity involving your personal data. This means that we only process your data when it is lawful, fair, and transparent to do so. The table below explains the legal grounds on which we rely, what types of data this applies to, and why the processing is necessary.

Legal basis	What this means	Examples of processing activities
Performance of a contract	We process your personal data where it is necessary for the execution of the agreement between you and Earlyup, or between you and a user through our platform. Without this data, we cannot provide you with access to our services or enable you to complete assignments.	Creating and maintaining your account, verifying your identity and qualifications, matching you with customer requests, facilitating communication via chat or video, processing payments, handling customer bookings and your calendar, tool rentals and automated service matches for customers

Legal basis	What this means	Examples of processing activities
	Where payment links are enabled, this also includes collecting onboarding information and identity documents through the platform and submitting these to Stripe for verification and payment processing.	based on your profile. This includes processing platform credits or promotion features that affect your visibility, and managing any related billing events. *(For the Pre-App, this legal basis applies only to registration and account management; all activities marked as "Not Applicable for Pre-App" in Article 2 are excluded.)*
Compliance with a legal obligation	We process certain personal data to comply with laws and regulations that apply to us.	Storing transaction records for tax purposes, complying with anti-money laundering regulations (AML), responding to lawful requests from regulatory authorities and verifying the age and permitted service categories of minors offering services through the platform. Retaining transaction and payout-related records where legally required (for example under accounting and tax rules). Earlyup collects all required onboarding information and identity documents directly from you and submits these to Stripe for identity verification (KYC) and payment processing. Stripe performs the actual verification on our behalf as processor. Where biometric data is processed as part of identity verification, this is done solely on the basis of a legal obligation under applicable KYC and AML regulations, and only to the extent strictly necessary for verification purposes
Contract between professional and user	When you and a user confirm or sign the job contract generated by Earlyup	To create a binding record of the service agreement, ensure both parties have a copy, and store it in our system for contract administration and dispute resolution. In certain cases, we retain assignment agreements for a legally required period to comply with tax, accounting, or dispute-handling obligations.

Legal basis	What this means	Examples of processing activities
Legitimate interests	We may process your personal data where this is necessary for our legitimate business interests and where these interests are not overridden by your rights and freedoms. Our legitimate interests include maintaining the integrity and security of the platform, improving our services, and promoting trusted interactions.	Monitoring usage patterns and performance metrics, operating ranking systems, preventing fraud or misuse, maintaining quality through ratings and reviews, developing new features, and improving user experience
Consent	In certain cases, we process your personal data only with your explicit consent. You have the right to withdraw your consent at any time, without affecting the lawfulness of processing carried out before the withdrawal.	Sending you direct marketing communications not covered by legitimate interest, processing optional profile information you choose to share, collecting or storing sensitive personal data if ever applicable
Protection of vital interests	In rare and exceptional circumstances, we may process your personal data to protect your vital interests or those of another person.	Disclosing information to emergency services in case of an incident during the performance of a service

Provision of personal data and consequences of refusal
Certain information is necessary to create and maintain your account, to verify your qualifications and to process bookings and payments. If you do not provide this information, we may be unable to offer our service and offer you access to the platform or to complete specific transactions.

We only process your personal data for the purposes described in this Privacy Policy. If we wish to process your data for a new purpose that is not compatible with the original reason for collection, we will inform you in advance and, where required, ask for your consent.

6. International Data Transfers

Where possible, your personal data is processed and stored within the European Economic Area (EEA). Our servers are located in Germany. As Earlyup is available in several countries worldwide, personal data of professionals based outside the EEA may be transferred to and processed within the EEA. Such transfers are carried out in accordance with applicable data protection laws and the safeguards described hereunder.

When such transfers occur, we ensure that your personal data remains adequately protected in accordance with applicable data protection laws. Depending on the provider and the country of destination, we rely on one or more of the following safeguards:

1. Transfers to countries that are the subject of an adequacy decision by the European Commission, confirming that they provide an adequate level of data protection.

2. Transfers to United States organisations that participate in the EU–U.S. Data Privacy Framework.
3. The use of standard contractual clauses (SCCs) approved by the European Commission, combined with additional technical and organisational measures where necessary.
4. Other appropriate safeguards as required by law.

Where payment links are enabled, Stripe may process personal data (including verification data) in locations necessary to provide its services and comply with legal requirements. Stripe provides information on its international data transfer safeguards in its privacy documentation and contractual terms.

Where in-app subscriptions are enabled, RevenueCat may process personal data in the United States. RevenueCat provides safeguards for international data transfers in accordance with applicable data protection laws, including through Standard Contractual Clauses approved by the European Commission.

You may request further information about these safeguards, including a copy of the relevant transfer mechanism, by contacting our Data Protection Officer at privacy@earlyup.ai.

7. Data Sharing and Disclosure

We do not sell your personal data. We only share it when it is necessary for the purposes described in this Privacy Policy, when required by law, or when you have given your consent.

The table below outlines with whom we may share your personal data, when we share it and why.

Recipient	**When we share your data**	**Why we share your data**
Customers using the platform *(Not Applicable for Pre-App)*	When you respond to a work request, exchange messages through the chat or video call function, share your availability via the calendar, confirm a booking, or agree on tool/equipment rental	To enable customers to communicate with you, schedule appointments, request or confirm services, and make arrangements for tool or equipment rental
Payment and billing providers (Stripe) *(Applicable only if payment links are enabled)*	When you complete the Earlyup onboarding process and submit your identity documents and details, when you create payment links, receive payouts, or when a booking involves commission handling by Earlyup.	Earlyup operates a Custom Stripe Connect integration, meaning Earlyup collects all onboarding data and identity documents directly from you and submits these to Stripe via API for verification and payment processing. Stripe does not interact directly with you and acts as a processor on Earlyup's behalf for verification activities. Stripe

Recipient	When we share your data	Why we share your data
		processes personal data in connection with payment processing, payouts and regulatory compliance. Depending on the activity, Stripe may act as an independent controller (for example when performing identity verification and meeting financial compliance obligations) and/or as a processor. Please review Stripe's privacy policy for more information on how Stripe processes personal data.
IT andhosting (Supabase, Railway)	Automatically, when you use the platform and its scheduling tools	To securely host your profile and service listings
Tool and equipment rental partners (if applicable) *(Not Applicable for Pre-App)*	When a customer books a service that includes hiring tools or extras through you	To arrange delivery or availability of the equipment, record rental details, and handle related payments
Advertising and marketing partners (Meta, Google, TikTok, Apple, LinkedIn)	When we run targeted advertising campaigns, use analytics, or build marketing audiences that may include hashed contact details or usage data	To promote the platform, measure the effectiveness of advertising, and reach relevant audiences
Email marketing and campaign management providers (Mailchimp, Intuit, Amazon)	When we send communications, newsletters, or promotional offers to professionals or customers	To manage mailing lists, distribute communications, and monitor campaign performance
Analytics and performance monitoring providers (Posthog, Sentry)	When you interact with the platform or complete assignments	To measure response times, booking rates, ratings, monitor system errors and other performance indicators, which may influence visibility or perks
AI providers (OpenAI, Amazon Web Services – future)	When AI-based tools are used to generate advice, suggestions, or matching	To analyse service requests, provide guidance to users, and improve the accuracy of professional matching

Recipient	When we share your data	Why we share your data
SMS and communication providers (Twilio)	When we send SMS confirmations for registration or account verification	To confirm your phone number and secure your account
Customer support providers (Retool)	When you request assistance from our helpdesk	To respond to your questions, resolve technical issues, and support your use of the platform
Regulatory authorities and law enforcement	When required by applicable law or following a lawful request	To comply with legal obligations, respond to lawful investigations, or protect our rights and those of our users
Legal and professional advisers	When necessary to defend against claims or to enforce our terms	To obtain legal advice, manage disputes, and protect our business interests
Subscription management providers (RevenueCat)	When you purchase, renew, cancel or restore an in-app subscription through the EarlyUp app	To manage in-app subscription status, validate purchase receipts, prevent fraud, track entitlements and provide subscription analytics. To processes transaction data and device information on our behalf. RevenueCat does not have access to your full payment details; payment processing is handled by Apple or Google directly. Please note, that when you make an in-app purchase, Apple (App Store) and Google (Google Play) also process transactional and technical data as independent controllers, in accordance with their own privacy policies. EarlyUp does not control or have access to this data. For more information, please refer to Apple's Privacy Policy at apple.com/legal/privacy and Google's Privacy Policy at policies.google.com/privacy.
Internal use within Earlyup	Automatically, as part of platform operation	To analyse performance data, determine visibility in rankings, maintain the quality of the

Recipient	When we share your data	Why we share your data
		platform, and prepare internal or external presentations about the company, its performance, and the functioning of the platform

The providers listed above reflect the external systems currently used by Earlyup. This list may change over time. We may replace these providers with equivalent or higher-standard providers offering the same or better levels of security and GDPR compliance. Where a change introduces a new category of processing or has a material impact on your personal data, we will update Annex 1 to this Privacy Policy and inform you where required.

All third parties processing personal data on our behalf are bound by written agreements to keep your data secure, to process it only for the specified purposes, and to act in accordance with applicable data protection laws.

Controller vs processors

For clarity, Earlyup acts as the controller for the personal data it processes in operating the platform. This means that Earlyup determines the purposes and means of processing. Third parties engaged by Earlyup, such as hosting, payment, or communication providers, generally act as processors, processing personal data only on our instructions. In some cases, such as when advertising partners use their own tracking technologies, these third parties may act as independent controllers for the data they collect. Where this is the case, we ensure responsibilities are allocated in accordance with applicable law and we provide you with clear information on how to exercise your rights.

An exception applies to in-app purchases made through the Apple App Store or Google Play. In these cases, Apple and Google act as independent controllers for the data they process in connection with the transaction. EarlyUp is not responsible for the data processing activities of these platforms.

Roles and responsibilities of Earlyup and professionals

Earlyup acts as an independent controller for the personal data it processes in operating the platform. In principle, and in accordance with the Earlyup General Terms and Conditions, all assignments facilitated via the platform must be performed and completed through the platform. If a service is carried out entirely outside the platform, whether or not the introduction between the professional and the customer occurred via the platform, or whether services were previously provided through the platform, Earlyup will not be considered a data controller for any personal data processed in connection with that service, and the professional will bear full responsibility for compliance with applicable data protection law. In limited cases where the platform integrates third-party technologies that collect data upon loading, Earlyup and the relevant third party may act as joint controllers for the initial collection of data, with responsibilities allocated in accordance with applicable law.

8. Rights of Data Subjects

You have several important rights under the GDPR and the Dutch UAVG, as described hereunder

7. **Right to be informed**
   You have the right to know what personal data we collect, why we process it, who receives it, how long we retain it, and how we protect it. This Privacy Policy is intended to provide that information clearly and transparently.
8. **Right of access**
   You may request a copy of the personal data we process about you, including details on our processing activities and the recipients of your data. You can make such a request free of charge at any time.
9. **Right to rectification**
   If any personal data we hold about you is inaccurate or incomplete, you may ask us to correct or update it promptly.
10. **Right to erasure ("right to be forgotten")**
    You may request deletion of your personal data under certain conditions, such as when it is no longer necessary for the purposes for which it was collected or when you withdraw your consent. We will also instruct our partners to delete your information where possible.
11. **Right to restriction of processing**
    In some cases, you may ask us to limit how we process your data, for example while we verify its accuracy or if you have objected to certain uses
12. **Right to data portability**
    Where possible, you can request to receive your personal data in a structured format, and have it transferred directly to another controller if technically feasible.
13. **Right to object/opt-out**
    You may object/opt-out to our processing of your personal data when it is based on our legitimate interests. You may opt out of receiving marketing communications from us at any time by using the unsubscribe link in our emails or by contacting us at privacy@earlyup.ai.
14. **Rights related to automated decision-making and profiling**
    If our system uses automated decision-making or profiling, such as AI-assisted matching or ranking, and advisory guidance, you have the right to obtain human intervention or request an explanation of the logic involved.

When you exercise any of these rights, we will respond within one month. If your request is complex, we may extend this period by up to two additional months, provided we notify you without delay.

To make a request or ask any questions about your rights, you can contact our Data Protection Officer (DPO) at privacy@earlyup.ai. If you are not satisfied with our response or believe your rights have been violated, you may lodge a complaint with the Dutch Data Protection Authority (Autoriteit Persoonsgegevens).

To protect your personal data, we may ask you to provide information that allows us to verify your identity before we act on your request. We will use any such information only for verification and will delete it shortly after the request is resolved.

9. Retention periods

In line with the GDPR and Dutch UAVG, we retain your personal data only for as long as necessary to

fulfil the purposes stated in this Privacy Policy. Once the data is no longer needed, we either delete it securely or anonymise it, unless longer retention is required by law.

5. **Factors Considered When Setting Retention Periods**

- **Legal obligations**, such as tax, accounting, or billing laws requiring us to retain financial and transaction data for several years.
- **Operational needs**, including managing bookings, contracts, service delivery, and dispute resolution.
- **Data minimisation and accuracy**, ensuring that we do not keep outdated or excessive personal information.
- **Risk management**, mitigating the potential impact of retaining data for extended periods.

6. **Examples of Retention Timelines (Provisional)**

Data category	Retention period	Justification
Pre-App profile and participation data	Up to 1 year after termination of participation	To perform internal analysis, optimise onboarding processes, evaluate patterns, and prepare for the transition to the full platform
Financial and billing records (including invoices and assignment agreements) *(Applicable only if payment links are enabled)*	Up to 7 years	To comply with accounting, tax, and other legal obligations
Contractual and booking data (including signed agreements and service history) *(Not Applicable for Pre-App)*	As long as required for legal or operational purposes, deleted no later than three years after service completion	To manage and evidence contractual relationships, handle disputes, and meet operational needs
Communication and messaging data (chat/content of assignments) *(Not Applicable for Pre-App)*	Up to 1 year, unless needed for dispute resolution	To coordinate services, provide support, and resolve disputes

Data category	Retention period	Justification
Profile and account data (including credentials and qualifications) *(Not Applicable for Pre-App)*	While the account remains active, and up to 5 years after deactivation (subject to your rights)	To maintain service history, enable account reactivation, and ensure compliance with applicable laws
KYC and identity verification documents (including copies of passports, national ID documents, proof of address, business documentation and verification status records)	Up to 5 years after termination of the professional relationship, or longer where required by applicable AML, KYC or financial regulations	To comply with KYC, AML and financial regulatory obligations. Earlyup collects and retains these documents directly as part of the Custom Stripe Connect integration. Retention beyond 5 years may apply where required by law. In accordance with the principle of data minimisation, biometric data contained in identity documents is retained only for as long as strictly necessary to fulfil the applicable legal obligations and is deleted or anonymised as soon as the retention period has lapsed.
Marketing and analytics data	No longer than necessary for performance evaluation, anonymisation, or removal	To measure and improve marketing effectiveness, and respect data minimisation principles

7. **Retention Policy Documentation and Review**
   We maintain an internal retention schedule that specifies retention periods for each data category, with clear justification. This schedule is reviewed periodically and updated whenever legal requirements or platform needs change.

8. **Automated Deletion and Anonymisation**
   Wherever feasible, we use automated systems to flag and purge data at the end of its retention period. If immediate deletion is not possible, data is anonymised so that it can no longer be linked to you.

9. **Your Rights Remain Unaffected**
   Regardless of the retention timelines above, you retain all rights as described in the Rights of

data subjects section. If you request erasure or data portability, we will take action at any time, unless otherwise legally required to retain it.

10. **Contact for Retention Queries**
    If you have questions regarding our data retention practices, want a copy of our retention schedule, or wish to request earlier deletion of your data, please contact our Data Protection Officer at privacy@earlyup.ai.

10. Automated decision-making and profiling *(Not Applicable for Pre-App)*

5. **Use of automated decision-making and profiling**
   Earlyup uses automated decision-making and profiling technologies, including artificial intelligence (AI), to enhance the efficiency, accuracy, and personalisation of the services provided through our platform. This includes generating advice for users on the type of professional they may require for a specific task, as well as offering guidance on how certain issues may be resolved independently before engaging a professional. Use of these AI tools does not require you to provide personal data; if you voluntarily choose to do so, you remain responsible for the information you provide.

6. **How the process works**
   When a user describes a need or issue through the platform, our AI systems analyse the information provided (such as: text descriptions, uploaded images, location data, availability, and service categories) and compare it to historical data, service offerings, and performance indicators of professionals. This process allows the platform to:

   3. Suggest a category of professional suitable for the described task.
   4. Recommend one or more professionals whose services, skills, and availability best match the request.
   5. Provide preliminary general guidance to the user on potential steps to address the issue themselves before booking a professional.

7. **Data used and generated**
   The AI process may use personal data you provide directly (such as: service request details, profile data, availability), data generated through your activity on the platform (booking history, ratings, dispute records), and relevant contextual data (like location and required tools). The system may also generate outputs such as advice given to users, matching results, and ranking positions. These AI-generated outputs may be stored to improve matching accuracy, support dispute resolution and monitor system performance. Where possible, such data is anonymised when no longer linked to an active account.

8. **Logic and criteria used**
   Matching and ranking rely on factors including service request details, profile information, skills, qualifications, location, ratings, availability, historical booking outcomes, completion rates, and tool/equipment availability. We regularly review and test these criteria to ensure accuracy.

9. **Purpose limitation**
   AI-generated data is used solely for platform-related purposes, such as facilitating matches,

improving algorithms, auditing outcomes, and ensuring quality. It is not used for unrelated purposes (like for external marketing) without a separate legal basis.

10. **Significance and consequences**
    Automated decision-making and profiling may affect a professional's visibility in search results, the likelihood of being matched or recommended for a job, and the guidance presented to users. These processes may influence booking opportunities and platform exposure.

11. **Human oversight**
    Automated decisions are not made in isolation. Human review and intervention are available upon request in cases where the outcome of an automated process significantly affects your ability to receive work through the platform or impacts your rights.

12. **Your rights in relation to automated decision-making**
    Under the GDPR and UAVG, you have the right to request human intervention in decisions that are based solely on automated processing and have legal or similarly significant effects on you, to express your point of view and contest the outcome of such decisions, and to obtain an explanation of the logic involved in the automated process. You can exercise this right as described in the section on Rights of data subjects.

13. **Data Protection Impact Assessment**
    Earlyup has conducted a Data Protection Impact Assessment (DPIA) for the AI-based matching and guidance functionalities described in this Privacy Policy, in order to assess potential risks and implement appropriate safeguards in line with the GDPR and UAVG.

11. Cookies and Tracking Technologies

11. **Use of cookies and tracking technologies**

    At present, the Earlyup application (the Pre-App and App) itself does not use cookies or tracking technologies for its core functionalities, such as login, availability management, chat, or profile display. These functions operate without tracking mechanisms inside the app.

    Cookies, tracking pixels, web beacons, and similar technologies may however be applied in connection with external services and third-party providers (see Article 7). These may include marketing campaigns, newsletters, analytics, and advertising activities that take place outside the core application. Such technologies allow us to understand how our services are used, measure the effectiveness of our communications, personalise the user experience, and deliver relevant advertising through third parties.

12. **Types of cookies we use**
    We use four main categories of cookies: strictly necessary cookies that allow fundamental platform features to work correctly, functional or preference cookies that remember your choices and settings, analytics or statistics cookies that help us understand how professionals and users engage with the platform, and marketing or advertising cookies that enable us to serve targeted messages or promotional content based on your interactions.

13. **Consent and legal basis**
    Under the GDPR and the ePrivacy Directive, functional and analytical cookies require your informed and unambiguous consent before they are placed, whereas strictly necessary cookies do not. We provide granular cookie settings that let you choose which categories you agree to, and you can withdraw your consent or modify your preferences at any time, for example via the cookie banner or settings menu.

    When we seek your consent for non-essential cookies, we present separate choices for each cookie category. You can accept all categories, select only some categories or refuse all non-essential cookies. Consent is obtained through an affirmative action and is never assumed or obtained through preselected options. You can withdraw consent at any time through the cookie settings.

14. **Scope of privacy protections**
    Cookies and similar tracking technologies can collect data such as IP addresses, browser type, device information, browsing history on the platform and interactions with ads or content. This information can be considered personal data under GDPR when it can directly or indirectly identify individuals, including through combination with other data points. Transparency about this processing is essential.

15. **Third-party tracking and sharing**
    Some cookies are placed by third parties such as advertising networks, analytics platforms, or social media services used by Earlyup (for example Meta, Google Analytics, TikTok or LinkedIn). These third parties may collect data for their own purposes. We require that any third party we work with meets GDPR standards and have contractual safeguards in place. Some third-party cookies may transfer your personal data outside the European Economic Area, such as in the United States. Where such transfers occur, we ensure they are protected by appropriate safeguards such as standard contractual clauses or an applicable adequacy decision. You may request more information by contacting us.

16. **Management of consent**
    Consent is obtained through clear and accessible cookie banners at first access. You have the option to accept all non-essential cookies, to accept only selected categories, or to decline non-essential tracking altogether. Your choice is recorded securely and persistently. If legal requirements change or new categories of tracking are introduced, we will ask for renewed consent.

17. **Retention of cookie data**
    We retain cookie data only for as long as it is necessary for the purpose for which it was placed. Once the data is no longer required for that purpose, it will be deleted or anonymised. Retention periods vary depending on the type of cookie and the reason for its use. Strictly necessary cookies are kept only for operational purposes, while functional, analytics, and marketing cookies are retained only for the time needed to fulfil their function or until you withdraw your consent. We regularly review our retention schedules and update them where necessary to remain compliant with applicable laws.

18. **Your rights regarding cookies**
    You have the right to withdraw cookie consent at any time, to access how cookie data about

you is processed, and to exercise all rights described in the Rights of data subjects section of this Privacy Policy. If you wish to disable all tracking outside of strictly necessary cookies, you may adjust settings through the cookie consent interface or your browser preferences.

19. **Compliance and updates**
    We regularly audit our use of cookies and tracking technologies to ensure compliance with GDPR, the ePrivacy Directive, and guidance from regulators such as the Autoriteit Persoonsgegevens. Should regulations evolve or our tracking technologies change, we will update this section accordingly and inform users where necessary.

12. Data Security

4. **Commitment to security**
   Earlyup is committed to protecting the personal data of professionals and users by implementing appropriate technical and organisational measures that ensure a level of security appropriate to the risk, in accordance with the GDPR and the UAVG. These measures are designed to maintain the confidentiality, integrity and availability of personal data at all times.

5. **Technical security measures**
   We protect personal data using encryption in transit and, where appropriate, encryption at rest. The specific encryption standards used will be confirmed based on the technical configuration of our systems. Network security is reinforced through measures such as firewalls and intrusion detection or prevention systems. The precise technologies in place will be determined in line with the platform's operational requirements and industry standards. Moreover, in test environments, we only use fictitious or de-synchronised data, never real user data. Identity documents and other sensitive personal data collected as part of the KYC onboarding process are subject to enhanced security measures, including strict access controls limiting access to authorised personnel only, and are stored in encrypted form separate from other personal data.

6. **Organisational security measures**
   Access to personal data is limited to authorised personnel who require such access for the performance of their duties. Access controls are applied in accordance with the principle of least privilege, and may include role-based access and multi-factor authentication. All personnel with access to personal data receive training on data protection and security best practices. The exact configuration of these access controls will be confirmed internally.

7. **Backups and recovery**
   We maintain secure backups of personal data to ensure business continuity and rapid restoration of availability in the event of a technical incident. Backups are encrypted and stored in secure environments. The retention period and storage locations for backups will be confirmed based on operational needs. These backups are encrypted and stored on servers located in Germany.

8. **Incident detection and response**
   We have procedures in place to identify, investigate and respond to potential data breaches. Where a personal data breach is likely to result in a risk to the rights and freedoms of

individuals, we will notify the Dutch Data Protection Authority within 72 hours, and where required, also inform the affected individuals without undue delay.

9. **Third-party security requirements**
   All third-party service providers who process personal data on behalf of Earlyup are contractually obliged to implement security measures that meet GDPR standards. This includes providers of communication, analytics, hosting and advertising services. We review the security measures of these providers on a regular basis, the frequency and scope of which will be determined in accordance with our internal compliance programme. Details of the specific providers engaged by Earlyup are listed in Annex I, as referenced in Article 7.

10. **Testing and risk management**
    We may perform periodic vulnerability assessments or penetration testing to evaluate the resilience of our systems. The frequency, scope and methodology of such testing will be decided based on our risk assessment processes.

11. **Anonymisation and pseudonymisation**
    We apply anonymisation or pseudonymisation to reduce the risks associated with processing personal data. The specific techniques used will depend on the nature of the data and the purposes for which it is processed.

12. **Data protection by design and by default**
    We design and operate our systems in line with the principle of data protection by design and by default. This means that we implement measures to ensure that, by default, only the personal data necessary for each specific purpose are processed and that retention, access and disclosure are limited accordingly.

13. Third-Party Links

1. **Scope of third-party links and integrations**
   The Earlyup platform may contain links to websites, applications, or services operated by third parties. It may also integrate with third-party tools and services, such as payment processors, marketing platforms, and social media services, to enable or enhance certain functionalities.

2. **No control over third-party processing**
   These third parties operate independently from Earlyup and have their own privacy policies and terms of service. We have no control over, and are not responsible for, the content, security, or data processing practices of these third parties.

3. **Data sharing in integrations**
   If you choose to use third-party integrations or access services through the platform, certain personal data may be shared with the relevant third party as necessary to perform the requested functionality. This may include, for example, sharing payment details with a payment provider or booking-related information with a tool that facilitates your service delivery.

4. **Your responsibility**
   We encourage you to review the privacy policies of any third-party services you interact with

through the platform to understand how they process your data. Your use of such services is at your own discretion and subject to the terms and privacy practices of the respective third party.

14. Changes to This Privacy Policy

9. **Right to update and amend**
   Earlyup may update or amend this Privacy Policy from time to time to reflect changes in our data processing activities, legal requirements, or operational needs.

10. **Notification of changes**
    If we make material changes that significantly affect your rights or the way we process your personal data, we will inform you in advance by sending a notice via email or by posting a prominent notification on the platform before the changes take effect.

11. **Review of updates**
    We encourage you to review this Privacy Policy periodically to stay informed about how we collect, use, and protect your personal data. Your continued use of the platform after the effective date of any changes constitutes your acceptance of the updated Privacy Policy.

12. **Applicable Law**
    This Privacy Policy is governed by Dutch law. Where mandatory local laws of the country in which you are based provide you with stronger privacy protections or obligations, those mandatory protections will apply in addition to and, where they conflict, will prevail over the terms of this Privacy Policy.

13. **Effective date**
    This Privacy Policy is effective as of the 21st of May of 2026and replaces any previous version applicable to professionals using the platform.

Annex I – List of Third-Party Providers

This annex provides an overview of the third-party providers currently used by Earlyup to process personal data in connection with the services described in Article 7.
This list will be updated whenever Earlyup changes or replaces third-party providers. Any replacement will always meet equivalent or higher standards of security and GDPR compliance. In addition, as Earlyup continues to develop its own technology, certain functionalities currently provided by third parties may in the future be handled directly by Earlyup itself. Where a change introduces a new category of processing or has a material impact on your personal data, we will update this Privacy Policy and inform you where required.

Category	Provider(s)	Purpose / Role
Advertising & Marketing	Meta (Facebook, Instagram), Google Ads, TikTok Ads, Apple App Store Ads, LinkedIn Ads	Targeted campaigns, analytics, audience building

Category	Provider(s)	Purpose / Role
Email Marketing & Campaigns	Mailchimp, Intuit	Distribute newsletters, promotions, manage mailing lists
Payments & Financial Services	Stripe	Payment processing, identity verification (KYC) on behalf of Earlyup via Custom Connect integration, payout facilitation, and provision of payment receipts/transaction records
Subscription Management	RevenueCat	In-app subscription management, receipt validation, fraud prevention, entitlement tracking and subscription analytics
Communication	Twilio	Email communication, SMS confirmation
Hosting, Authentication & Security	Supabase, Railway	Authentication, hosting, data security (anti-hacks)
Analytics & Monitoring	Posthog, Sentry	Usage analytics, click tracking, error monitoring
AI & Automation	OpenAI, Amazon Web Services (future)	AI-based suggestions, advisory guidance
Customer Service & Internal Tools	Retool, Bill and PR	Admin panel (support), internal software tools

Annex II — Geographic Availability

Earlyup's calendar and AI scheduling functionalities are available in several countries worldwide. An up-to-date overview of the countries in which Earlyup is can be applied for at privacy@earlyup.ai. In-app subscription purchases in all listed countries are processed exclusively through Apple (App Store) or Google (Google Play), who act as independent controllers for payment processing and carry their own compliance responsibilities.

Earlyup monitors applicable laws, sanctions, and regulatory requirements across all jurisdictions and reserves the right to restrict or discontinue availability in any country at any time and without prior notice, where required by law or regulation.

The payment link feature (Stripe) is currently available exclusively to professionals registered in the Netherlands.

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