



MetaChef Module

Supplementary terms to the NLdigital Terms 2025 · version 1.7 · 1 July 2026

This Module contains MetaChef-specific additions to and deviations from the NLdigital Terms 2025. The NLdigital Terms 2025 have been filed with the District Court of Midden-Nederland, and by entering into the Agreement the Client confirms that those terms have also been made available to the Client.

Article 1 — Applicability and order of precedence

1. All offers, quotations and agreements of MetaChef B.V. (Chamber of Commerce 76311392, Bosuilstraat 11, 7523 BJ Enschede) are subject to the NLdigital Terms 2025 and this Module, which together with the Data Processing Agreement (if applicable), the Custom Work Agreement (if applicable), the Service Level Agreement (if agreed) and the Quotation accepted by the Client form the agreement (hereinafter: Agreement).
2. In the event of conflict between provisions of the documents that together form the Agreement, the following order of precedence applies: (a) the Custom Work Agreement (if concluded), insofar as it concerns the Custom Work, (b) the Quotation, (c) the Data Processing Agreement including the Processor Annex, insofar as it concerns the processing of personal data, (d) the Service Level Agreement (if agreed), insofar as it concerns support and availability, (e) this Module, (f) the NLdigital Terms 2025.
3. Capitalised terms have the meaning set out in the NLdigital Terms 2025 or in Article 3 of this Module, respectively.

Article 2 — Privacy and Data Processing Agreement

1. If MetaChef processes personal data on behalf of the Client in the context of the Agreement, the parties conclude MetaChef's Data Processing Agreement for that purpose, including the Processor Annex.
2. References in the Data Processing Agreement to MetaChef's General Terms and Conditions are deemed references to the NLdigital Terms 2025 and this Module.

Article 3 — Additional definitions

Platform — the SaaS platform that MetaChef makes available via metachef.nl and the associated subdomains, including software, hosting and infrastructure.

Content — the digital materials that MetaChef makes available via the Platform or as separate files, including 3D models, lesson modules, interactive assignments, images and text.

Type 1 Content — standard Content of MetaChef, to which the Client obtains a right of use.

Type 2 Content — Content developed to order on the basis of a separate agreement (hereinafter: Custom Work Agreement), the rights to which may be transferred to the Client in accordance with Article 5(2).

Composite Content — Content in which standard models of MetaChef are inseparably integrated with elements developed to order.

Client Content — files, annotations and other materials that the Client uploads to the Platform.

User — a natural person who uses the Platform under the Client's responsibility, such as an employee, teacher, student or course participant.

Administrator — a User designated by the Client with extended rights, including account management and viewing reports.

Functionality — a functionality of the Platform offered by MetaChef as a separate component, as described in the Quotation. Descriptions on metachef.nl are indicative; Article 38 of the NLdigital Terms applies to changes to the Platform.

Embedding — the technical embedding of Content or the making available of Content outside the Platform via a shared link, such as in a learning environment (LMS), on a website or in an application.

Demo — temporary, limited access to the Platform for orientation and testing purposes, without payment obligation.

Consumption — the use of the Platform, measured in Views or other units described in the Quotation.

View — the single loading of one 3D model via the Platform or an Embedding.

Article 4 — Use by Users and Embedding

1. By way of derogation from Article 38.2 of the NLdigital Terms, the Client may allow third parties to use the Platform, if and insofar as those third parties are Users. The Client is responsible for the use by its Users and instructs them accordingly.
2. The Client may make Content available outside the Platform via an Embedding, within the framework of this Article.
3. Unless agreed otherwise in writing, with respect to the fee for externally made available Content, the provisions of this paragraph apply. The fee is not determined by the technical method of delivery, but by the type of use, namely: (a) when shown to visitors of a public website or in a commercial environment, the fee per View agreed in the Quotation applies and the Views count as Consumption; (b) when linked to a learning environment (LMS) in which Content is made available to

individual end users, a content licence per end user per month applies in accordance with the Quotation.

4. The Client is responsible for all use of Content via Embeddings it has generated and indemnifies MetaChef against third-party claims arising from that use.
5. MetaChef may deactivate an Embedding in the event of use contrary to the Agreement.

Article 5 — Content and intellectual property

1. The intellectual property rights in Type 1 Content vest in MetaChef or its licensors. For the duration of the Agreement, the Client obtains a non-exclusive, non-transferable right of use solely for the purposes described in the Quotation.
2. Transfer of intellectual property rights in Type 2 Content only takes place if this is expressly stated both in the Quotation and in a signed Custom Work Agreement, by means of a written deed and no earlier than after receipt of full payment of all amounts owed by the Client to MetaChef. The intellectual property rights in standard models from MetaChef's database that are incorporated in Type 2 Content never pass to the Client. The Client does, however, obtain a perpetual, non-exclusive right — transferable only together with the aforementioned Type 2 Content — to use those standard models if and insofar as necessary for the use of that Type 2 Content for the purposes described in the Quotation.
3. In the case of Composite Content, the Client obtains for the duration of the Agreement a non-exclusive, non-transferable right of use of the whole for the purposes described in the Quotation; expressly no transfer of intellectual property rights in Composite Content to the Client takes place.
4. The Agreement does not serve to transfer intellectual property rights in Client Content to MetaChef. The Client grants MetaChef a right of use of the Client Content, solely insofar as necessary for the performance of the Agreement, including hosting, displaying, processing and backing it up.
5. Output generated by the Platform — such as renders, images and reports — may be downloaded and used by the Client within the purposes of the Agreement. Unless expressly agreed otherwise in writing, the downloading, copying or otherwise extracting of 3D models and other source Content is not permitted. For specific applications — such as VR use or temporary deployment at trade fairs and events — MetaChef may make available an offline version of the Platform or of Content; such use is limited to the duration and purposes described in the Quotation. Afterwards, the Client deletes the offline version and confirms this deletion in writing on MetaChef's first request.

Article 6 — Demo

1. MetaChef may grant the Client a Demo for a maximum of 30 calendar days, unless MetaChef has confirmed a different period in writing.

2. During a Demo, the Client may not, by way of derogation from Article 5(5), download Content or output or use it outside the Platform. A Demo is granted solely for evaluation purposes and may not be used as a substitute for a paid subscription.
3. A Demo is provided in the state in which it is. Any liability of MetaChef in connection with a Demo is excluded, except in the case of intent or wilful recklessness of MetaChef's management.
4. MetaChef may at any time limit, terminate or refuse a Demo.

Article 7 — Termination and Client Content

1. After the end of the Agreement, MetaChef retains the Client Content for 90 days. Within this period, the Client may request export in writing; MetaChef then delivers the Client Content in a common, machine-readable format and may, solely insofar as the applicable legislation — including Regulation (EU) 2023/2854 (Data Act) — permits, charge its usual rates for this in accordance with Article 8.5 of the NLdigital Terms. Insofar as the Data Act applies to the export or switching, the regime of Chapter 5 of the NLdigital Terms applies. After the expiry of this period, the Client Content is made inaccessible to the Client.
2. For personal data, the regime of the Data Processing Agreement prevails over the provisions of paragraph 1.

Article 8 — Term and cancellation

1. Unless the Quotation states otherwise, the Agreement is entered into for an initial term of 12 months.
2. After the initial term, the Agreement is tacitly renewed each time by 12 months, unless a party cancels in writing no later than one month before the renewal date.
3. Interim cancellation other than as of a renewal date is not possible.

Article 9 — Disputes

1. By way of derogation from Article 18.2 of the NLdigital Terms 2025, disputes are submitted to the competent court of the District Court of Overijssel, without prejudice to the parties' right to seek interlocutory relief or to take precautionary measures.