

SPRINKLING ACT · LEGAL

Terms of Service

Last updated: August 23, 2026 · v1.6

1. Acceptance

By accessing or using Sprinkling Act (sprinklingact.com), you agree to these Terms. If you do not agree, do not use the service.

Eligibility: Sprinkling Act provides its paid services exclusively to businesses within the meaning of Article I.1, 1° of the Belgian Code of Economic Law. Orders placed by a natural person acting for purposes outside their commercial, industrial, artisanal, or liberal activity will be declined.

2. Service description

Sprinkling Act produces an independent survey of the human touchpoints in a workflow already running on AI (the Baseline).

The engagement runs in four stages: the scope is agreed with you in writing before anything starts (scoping); your description of the workflow is taken in conversation — at the Baseline you are the single source, and your teams are interviewed only at the Full Map; the elements you provide are read and cross-checked against what was declared; the written report is delivered and then gone through together in a sixty-minute readout.

A public instrument, free and requiring no account, lets you situate your own exposure before any engagement. It measures and situates: it recommends nothing and does not constitute a service.

Important: Sprinkling Act is an independent third party. We are not affiliated with the European Commission or any regulatory authority. Our reports do not constitute legal advice. Nothing is sold once the survey is delivered: no tool, no licence, no automation, and we do not resell any vendor's platform.

Nature of our commitment: Sprinkling Act commits to an **obligation of means**, not an obligation of result. We apply all reasonable professional diligence to produce a survey faithful to what we were able to examine, as of the stated date. A survey holds for a scope and a date; it does not constitute a guarantee of compliance, a certification, or a substitute for qualified legal counsel.

2bis. Scope limit, Article 5 cases

Sprinkling Act reserves the right to decline or cancel a survey if scoping reveals possible applicability of Article 5 of Regulation 2024/1689 (prohibited practices). In such cases, Sprinkling Act will:

- Notify the client within 7 days of scope confirmation;
- Redirect the client to a specialised law firm in digital law, with no commission or compensation to Sprinkling Act;
- Issue a full refund within 14 days.

This clause protects the client from an incomplete survey and Sprinkling Act from a mission outside its methodological scope.

2ter. AI Act roles, Provider and Deployer

The Sprinkling Act diagnostic identifies the client's role(s) under Articles 25-27 of Regulation 2024/1689: Provider, Deployer, Importer, or Distributor. The client may combine multiple roles on a single system or on different modules.

The client acknowledges that:

- Each role triggers distinct, non-superimposable obligations;
- In case of dual role (Provider + Deployer), Art. 16–25 obligations (Provider) add to Art. 26 obligations (Deployer);
- Providing a system to third-party clients creates a cascade responsibility that Sprinkling Act documents in the report but cannot execute on behalf of the client.

3. Disclaimer, Not legal advice

Reports generated by Sprinkling Act are informational only. They rest on the elements you provide, on what was stated in the interviews, and on the cross-checking of the two, each finding carrying its evidence status. They do not constitute legal advice, legal opinion, or certification of compliance with the AI Act or any other regulation.

You should consult a qualified legal professional before making compliance decisions based on our reports. Sprinkling Act cannot be held responsible for decisions made on the basis of a report.

3bis. Non-substitution for legal advice

The report produced by Sprinkling Act constitutes a methodological positioning analysis based on the 6 Gates screening grid and the published annexes of Regulation 2024/1689. It does not constitute in any case:

- A legal opinion within the meaning of legislation applicable to the legal profession (in Belgium, Code judiciaire; in France, Loi 71-1130);
- A certification within the meaning of Articles 40-43 of the Regulation;
- A compliance attestation opposable to a supervisory authority;
- An audit within the meaning of ISO, IFRS, or equivalent standards.

The client is invited to consult a lawyer specialised in digital law for any legal, contractual, or litigation decision based on the report. Sprinkling Act may redirect to partner law firms without exclusivity and by disclosing any apporteur commission.

3quater. Not a GDPR compliance service

Sprinkling Act may point out where a surveyed workflow intersects Regulation (EU) 2016/679, in particular its articles 28, 30 and 32. That reading is an annotation placed on top of the survey, and nothing more.

Sprinkling Act does not:

- carry out a data protection audit;
- produce, validate or maintain your record of processing activities under Article 30;
- act as your data protection officer within the meaning of Articles 37 to 39;
- rule on the adequacy of your security measures under Article 32;
- represent you before a supervisory authority.

The survey establishes what runs, where, and on whose authority, as of its date. Entering those findings into your own records, and every decision that follows, remain yours and fall to qualified counsel.

Personal data processed during the engagement: where Sprinkling Act processes personal data on your behalf while carrying out the survey, in particular data collected during interviews, that processing is governed by the Data Processing Agreement, and by that document alone.

4. Accounts

You must provide accurate information when creating an account. You are responsible for maintaining the confidentiality of your credentials. You must notify us immediately of any unauthorized access.

We reserve the right to suspend or terminate accounts that violate these Terms.

5. Qualification and selection

Access to the Full Report (€3,900) requires prior qualification. Sprinkling Act reviews every report request individually.

The founder of Sprinkling Act reserves the right to **decline, defer, or cancel** any report request if:

- The applicant's profile does not correspond to the personas described on the website (CTO, DPO, Head of Compliance, or equivalent decision-maker)
- The described AI system falls outside the current assessment scope
- The information provided is incomplete or inconsistent

If the applicant is not the decision-maker for the organization's AI systems, a **written recommendation** from a qualified superior (whose role matches the site's personas) may be required. This recommendation will be verified (email and/or LinkedIn).

If a request is declined before report generation, no payment is debited. If payment was captured, a full refund is issued.

6. Intellectual property

The Sprinkling Act methodology, scoring engine, questionnaire structure, report templates, and all associated content are the exclusive intellectual property of Sprinkling Act.

Upon payment, you receive a **non-exclusive, non-transferable license** to use your report for your internal business purposes only. You may not resell, redistribute, publish, or sublicense any report or extract.

7. Prohibited use

You may not:

- Resell or redistribute reports
- Use the service to generate misleading compliance claims
- Attempt to reverse-engineer the scoring methodology
- Use automated tools to scrape or extract data from the service
- Impersonate another person or entity

7bis. Accuracy of declarations and of the elements provided

The survey rests on two sources: what you state in conversation, and the elements you provide. The method consists precisely in cross-checking the two. **A statement that no verifiable element corroborates is presented as such**, under the status “declared, no independent trace”, and is never presented as established.

You remain responsible for the accuracy and completeness of the elements you transmit. Where the engagement is a Full Map, you are also responsible for access to the people who run the workflow. A scope whose elements cannot be produced yields a survey where more points stay open; we say so in the report rather than filling the gap by inference.

In case of **false, misleading, or materially incomplete declarations or elements**, Sprinkling Act reserves the right to:

- Suspend or cancel report delivery without refund
- Revoke any associated badge from the public registry
- Decline future service requests from the same entity

This clause protects the credibility of the method. Applicable law: Belgian Code of Economic Law, obligation of good faith (Art. 5.3 Civil Code).

8. Limitation of liability

To the maximum extent permitted by Belgian law, Sprinkling Act's total liability for any claim arising from or related to the service is limited to **the amount you paid for the specific service giving rise to the claim**.

Sprinkling Act is not liable for indirect, incidental, consequential, or punitive damages, including loss of profits, data, or business opportunities.

A favorable assessment score does not guarantee compliance with the AI Act. Regulatory outcomes depend on factors beyond the scope of our assessment.

9. Payment, processing and refunds

Payments are processed by Stripe Payments Europe Ltd. All prices are in euros and exclude VAT unless stated otherwise.

Processing requirement: Payment alone does not start the work. The engagement starts once the scope has been confirmed with you in writing, naming the workflow to be surveyed and the elements you undertake to provide.

Delivery timelines:

- **Baseline (€3,900):** the report is delivered five business days from the close of collection. Collection closes once the agreed conversations have been held and the agreed elements have been made available. You therefore retain part of the control over your own timeline: taking longer to provide the elements postpones the close of collection, and with it the delivery date.
- **Full Map (from €9,900, quoted case by case):** requires a delivered Baseline. Covers every critical point of the workflow and includes the gap document. The report is delivered ten business days from the close of collection, under the same conditions as the Baseline.
- **Periodic re-analysis (priced per engagement, not sold online):** requires a delivered Baseline. The same workflow is re-examined at the client's pace, or when something material changes. Price and cadence are agreed in writing before the first period starts.

What a period covers, and what leaves it. A period covers the scope settled at the Baseline, re-examined at the agreed cadence, and compares the state observed with that at the previous close of collection. Three things fall outside it and form a separate engagement, never a surcharge mid-period: a different scope, which is a new Baseline; opening up to the people who run the work, which is a Full Map; and a re-measurement requested outside the cadence.

A period may conclude that nothing has moved. It is then invoiced at the same price as a period that finds a gap: what is bought is the measurement, not the result it produces.

Given the nature of the service, the right of withdrawal (14-day cooling-off period) does not apply once the work has begun, in accordance with Article VI.53, 13° of the Belgian Code of Economic Law. By proceeding with payment, you explicitly consent to immediate performance and acknowledge the waiver of your right of withdrawal.

Late payment: Any invoice not paid within 30 days of its date shall automatically and without prior notice bear interest at a conventional rate of 8% per annum, calculated pro rata temporis. A flat-rate recovery fee of 10% of the amount due (minimum €40) shall also be payable. These terms apply without prejudice to statutory late-payment interest under the Belgian Law of 2 August 2002 on combating late payment in commercial transactions, where applicable.

9bis. Scope guarantee

If the delivered report does not address the workflow agreed in writing at scope confirmation, you are entitled to a full refund under the following conditions:

Invocation window: The scope mismatch must be reported in writing to legal@sprinklingact.com within **7 calendar days** of report delivery, with a specific reference to the section(s) of the report that do not match the confirmed scope.

Review procedure: Sprinkling Act reviews the claim within 5 business days. If the mismatch is confirmed by objective comparison of the scoping document against the report, a full refund is processed within 14 days via the original payment method.

Exclusions: This guarantee does not apply if (a) the declarations or elements provided were inaccurate, misleading, or materially incomplete (see Article 7bis), or (b) the workflow was modified after scope confirmation. In such cases, the clauses of Article 7bis apply.

This guarantee is a commercial warranty offered by Sprinkling Act, in addition to (and not in substitution of) the rights under Belgian law. It does not affect the waiver of the right of withdrawal (Article 9).

9ter. Traceability guarantee

Every finding in the report carries its evidence status and what it rests on. Four statuses are used: confirmed; declared, no independent trace; gap confirmed; open question. A gap is only presented as established once a second source, of a different type, confirms it.

Undertaking: any finding presented as established for which Sprinkling Act cannot produce, at your request, the element supporting it is withdrawn from the report, and the survey is refunded in full.

Invocation window: The request must be sent in writing to legal@sprinklingact.com within **30 calendar days** of report delivery, naming the contested finding(s).

Procedure: Sprinkling Act has 10 business days to produce the source element for each named finding. Failing that, the finding is withdrawn, a corrected report is reissued, and the refund is processed within 14 days via the original payment method.

Scope of this guarantee: it covers findings presented as established. Points carrying the statuses "declared, no independent trace" and "open question" are, by construction, presented as not established and fall outside this article. It does not cover the conclusions you draw from the survey, nor any change to the workflow after the date of the survey.

This guarantee is a commercial warranty offered by Sprinkling Act, in addition to (and not in substitution of) the rights under Belgian law.

10. Force majeure

Sprinkling Act is not liable for delays or failures caused by events beyond our reasonable control, including but not limited to: illness or incapacity of the sole practitioner, failure of cloud infrastructure providers (Supabase, Vercel, Resend, Stripe), unforeseen changes in applicable legislation rendering the analysis obsolete, decisions by European or national authorities, natural disasters, or pandemics.

In case of force majeure, Sprinkling Act will notify the client within 48 business hours and offer: (a) a rescheduled delivery with a mutually agreed timeline, (b) a partial refund proportional to unperformed work, or (c) a full refund if performance has become permanently impossible.

11. Regulatory change & report currency

Each report reflects the regulatory framework **as of its date of issuance** (methodology version and regulatory freeze date are stated on page 1 of every report). The EU AI Act and its implementing/delegated acts are subject to change. Sprinkling Act assumes **no liability** for regulatory changes occurring after report delivery.

Reports are not automatically updated when the regulatory landscape changes. If a change in regulation, guideline, standard, or enforcement practice materially affects your classification, you will need a re-assessment at the then-current rate to obtain an updated report.

Periodic re-analysis re-examines the same workflow and includes a regulatory watch on the same scope. Clients without an active subscription are responsible for monitoring regulatory developments independently.

12. Termination

You may delete your account at any time by contacting legal@sprinklingact.com. We will delete your personal data within 30 days (see our [Privacy Policy](#)).

We may terminate or suspend your access if you breach these Terms, with or without prior notice. In such case, you will be notified by email with the reasons for suspension and any applicable remediation period.

13. Modifications

We may update these Terms. Material changes will be communicated via email or a notice on the website at least 30 days before taking effect. Continued use after the effective date constitutes acceptance.

Methodology versioning: The Sprinkling Act scoring methodology is versioned (e.g. v1.0). When a new methodology version is released, existing reports retain the version number under which they were produced. Reports are not automatically updated. Clients who wish to obtain a report under the current methodology may request a re-assessment at the then-current rate. We will notify active clients by email when a new methodology version is released that materially affects their classification.

14. Governing law and jurisdiction

These Terms are governed by Belgian law. Any dispute arising from these Terms or the use of the service shall be submitted to the courts of Brussels, Belgium.

15. Contact

Sprinkling Act

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Legal queries: legal@sprinklingact.com

General: contact@sprinklingact.com

