

Commexce MVP Test Terms

Last updated: **8th of July, 2026**

These MVP Test Terms apply to the use of Commexce during the MVP, pilot and test phase.

Commexce is an AI-assisted recruitment platform for Commercial Excellence roles. The platform is used to structure candidate profiles, analyse vacancies, support matching and generate shortlists.

1. Commexce Partners

Commexce is offered during the MVP and test phase by the following parties:

1. BF Data Consultancy B.V., registered with the Dutch Chamber of Commerce under number 90904281, located at Lokomotiefstraat 48, 7331AC, Apeldoorn; and
2. Pricing Professionals, registered with the Dutch Chamber of Commerce under number 96411465, located at Van Heuven Goedhartlaan 121, 1181 KK Amstelveen.

Together, these parties are referred to as the “Commexce Partners”.

Unless agreed otherwise in writing:

- BF Data Consultancy B.V. is responsible for the technical platform, hosting, application security, AI processing setup, database storage, file storage and platform operation.
- [Pieter’s B.V.] is responsible for client acquisition, candidate and company relationships, vacancy intake, recruitment context and commercial use of Commexce output.
- Each Commexce Partner remains responsible for its own acts, omissions, communications and legal obligations.
- The Commexce Partners are not authorised to bind each other to obligations outside the agreed MVP, pilot, test or recruitment process without prior written approval.

2. Acceptance of these terms

By accessing or using Commexce, uploading data, submitting a vacancy, completing an intake, reviewing a profile or receiving platform output, the user accepts these MVP Test Terms.

If the user does not agree with these terms, the user should not use Commexce.

3. MVP and test phase

Commexce is a platform in development.

It is provided for testing and validating AI-assisted recruitment workflows, including:

- candidate intake;
- CV analysis;
- candidate profile structuring;
- vacancy intake;
- vacancy analysis;
- candidate-to-vacancy matching;
- shortlist generation;
- recruitment workflow validation.

Users understand that the platform may contain errors, bugs, incomplete features, inaccurate output or temporary interruptions.

4. No guarantee of outcome

Commexce does not guarantee:

- a successful match;
- candidate placement;
- candidate suitability;
- a job interview;
- an employment offer;
- availability of candidates;
- availability of vacancies;
- accuracy or completeness of AI-generated profiles, summaries, tags, scores or explanations;
- uninterrupted or error-free availability of the platform;
- compliance of a company's recruitment process.

AI output is advisory only. Users must apply human review before making recruitment, hiring, rejection, commercial or legal decisions.

5. Candidate use

Candidates confirm that they:

- provide accurate and relevant information;
- are allowed to share the data they provide;
- do not upload unnecessary sensitive personal data;

- understand that their data may be used for profile structuring, matching, shortlisting and MVP testing;
- understand that Commexce may use AI to process their CV, intake answers and profile information;
- understand that using Commexce does not create a right to an interview, offer, placement, employment or other opportunity;
- will notify Commexce if their information is incorrect or should be deleted.

6. Company, client and recruitment partner use

Companies, clients and recruitment partners confirm that they:

- only upload or share data they are allowed to provide;
- provide accurate and relevant vacancy information;
- do not submit unlawful, discriminatory or misleading requirements;
- do not rely solely on AI output for hiring or rejection decisions;
- remain responsible for their own recruitment process;
- comply with applicable privacy, employment and anti-discrimination laws;
- keep candidate profiles, shortlists and platform output confidential;
- use candidate data only for the agreed recruitment, MVP, pilot or test purpose.

7. AI output

Commexce may generate summaries, structured profiles, tags, match scores, explanations, shortlists and other AI-assisted output.

Users understand that AI output may be:

- incomplete;
- inaccurate;
- outdated;
- biased;
- based on incomplete input data;
- unsuitable for use without human review.

Commexce output should not be treated as professional, legal, HR, compliance or employment advice.

Users remain responsible for verifying platform output before relying on it.

8. Uploaded data

Users are responsible for the data they upload, submit or otherwise provide to Commexce.

Users must not upload:

- data they are not allowed to share;
- unnecessary sensitive personal data;
- unlawful content;
- misleading information;
- malicious files;
- content that infringes third-party rights;
- content that is irrelevant to the agreed test, pilot or recruitment purpose.

The Commexce Partners may remove data if they reasonably believe it violates these terms, creates legal risk, creates security risk or is not relevant to the use of Commexce.

9. Confidentiality

Candidate data, company data, vacancy data, shortlists, test results, match explanations, platform output and non-public platform functionality are confidential.

Users may not disclose such information to third parties unless this is necessary for the agreed test, pilot or recruitment purpose, or unless the relevant party has given permission.

This confidentiality obligation continues after access to Commexce ends.

10. Platform access

Access to Commexce may be provided through accounts, invitation links, test links or other access methods.

Users must keep access credentials and invitation links secure.

Users may not:

- share access without permission;
- attempt to access data that is not intended for them;
- bypass security measures;
- interfere with the platform;
- copy, scrape or reverse engineer the platform;
- use Commexce for unlawful, harmful or abusive purposes.

11. Availability and changes

Commexce is provided on an “as is” and “as available” basis during the MVP and test phase.

The Commexce Partners may change, limit, suspend or discontinue the platform or specific features at any time.

The Commexce Partners do not guarantee that the platform will remain available, error-free or unchanged.

12. Privacy

Use of Commexce involves the processing of personal data.

The processing of personal data is described in the Commexce Privacy Notice, available at:

<https://commexce.com/privacy/>

By using Commexce, users acknowledge that they have read the Commexce Privacy Notice.

13. Intellectual property

All intellectual property rights in Commexce, including the platform, software, workflows, templates, prompts, designs, documentation and generated platform structure, remain with the relevant Commexce Partner or its licensors.

Users receive only a limited, temporary, non-exclusive and non-transferable right to use Commexce for the agreed MVP, pilot, test or recruitment purpose.

Users may not copy, reproduce, resell, sublicense, reverse engineer or commercially exploit Commexce without prior written permission.

Input data provided by candidates, companies or recruitment partners remains their own data or the data of the relevant rights holder.

Platform output may be used only for the agreed MVP, pilot, test or recruitment purpose.

14. Feedback

Users may provide feedback, suggestions, ideas or comments about Commexce.

The Commexce Partners may use this feedback to improve, modify or commercialise Commexce without owing compensation, provided that personal data and confidential information are handled in accordance with the Privacy Notice and these terms.

15. Liability

To the maximum extent permitted by law, the Commexce Partners are not liable for:

- indirect damages;
- consequential damages;
- lost revenue;
- lost profit;

- lost opportunities;
- reputational damage;
- loss of data;
- business interruption;
- recruitment decisions;
- hiring decisions;
- rejection decisions;
- incorrect candidate or vacancy information;
- reliance on inaccurate, incomplete or unsuitable AI output.

If one or both Commexce Partners are nevertheless liable, total combined liability of the Commexce Partners is limited as follows:

- for free tests or unpaid pilots: a maximum of €50 per event and €100 in total;
- for paid pilots or paid use: the amount paid by the relevant client to the Commexce Partners in the one month before the event causing the damage.

This is an aggregate cap. It applies to the combined liability of all Commexce Partners together, not separately per party.

Nothing in these terms limits liability where limitation is not allowed under mandatory law, including liability for intent or deliberate recklessness by the management of the liable Commexce Partner.

16. User responsibility and indemnity

Users remain responsible for:

- the accuracy of the data they provide;
- the legality of the data they provide;
- obtaining any required permission before uploading or sharing data;
- reviewing Commexce output before using it;
- complying with privacy, employment and anti-discrimination laws;
- decisions made based on Commexce output;
- informing candidates, employees, clients or other parties where legally required.

Users agree to indemnify the Commexce Partners against claims, damages, fines, costs and expenses resulting from:

- unlawful data provided by the user;
- unauthorised sharing of personal data;
- misuse of Commexce output;
- discriminatory or unlawful recruitment decisions by the user;

- breach of these MVP Test Terms.

17. Suspension and termination

The Commexce Partners may refuse, suspend or terminate access to Commexce if a user:

- breaches these terms;
- acts unlawfully;
- creates security risks;
- misuses candidate data;
- misuses platform output;
- harms or may harm candidates, companies, the Commexce Partners or third parties.

After termination, the Commexce Partners may retain data only for as long as necessary in accordance with the Privacy Notice, legal obligations, security needs or dispute handling.

18. No partnership with users

Use of Commexce does not create an employment relationship, agency relationship, franchise, partnership or joint venture between the user and the Commexce Partners.

No user is authorised to bind the Commexce Partners unless this has been agreed in writing.

19. Changes to these terms

The Commexce Partners may update these MVP Test Terms as the platform develops.

The latest version will be available at:

<https://commexce.com/terms/>

Continued use of Commexce after changes means that the user accepts the updated terms.

20. Governing law and disputes

These MVP Test Terms are governed by Dutch law.

Disputes will first be discussed in good faith.

If no solution is reached, disputes will be submitted to the competent court in the Netherlands.