

LEGAL · AI TRANSPARENCY

EU AI Act Article 50 Transparency Statement

Calafai B.V. · Netherlands · Regulation (EU) 2024/1689

Prepared for: **Customers, prospects, and procurement reviewers**

Prepared by: **Calafai B.V.**



BOTTOM LINE UP FRONT

Calafai is a limited-risk AI system subject to the transparency obligations of Article 50 of the EU AI Act. You always know you are working with AI, every deliverable is marked as AI-generated in machine-readable form, customer content is never used to train AI models, and responsibility for public republication is allocated clearly in our Terms of Service. Questions: ai-act@calafai.com.

1. What Calafai is

Calafai is an AI strategy platform operated by Calafai B.V. (Netherlands). Customers create projects, and teams of AI agents produce strategy and analysis deliverables (reports, briefs, presentations) under the customer's direction and review. Calafai is a software product, not a consulting firm; there is no human analyst producing your deliverables.

2. How Calafai is classified under the EU AI Act

Under Regulation (EU) 2024/1689 (the AI Act), Calafai, as placed on the market by Calafai B.V., is a limited-risk AI system subject to the transparency obligations of Article 50. It is not, in its intended-purpose configuration, a high-risk AI system within the meaning of Article 6 or Annex III of the AI Act.

Calafai is intended for business strategy and analysis. Our Terms of Service prohibit using Calafai or its outputs for high-risk purposes under Annex III of the AI Act (the Prohibited High-Risk Uses clause), including hiring and employment decisions, credit scoring and insurance pricing, and law-enforcement uses. Calafai B.V. acts as the provider of the AI system; the underlying general-purpose AI models are supplied by the model providers listed at calafai.com/subprocessors, each under its own obligations.

3. You always know you are working with AI (Article 50(1))

Calafai presents itself as an AI system throughout: on our website, in the product, and in the deliverables themselves. We describe what the system can and cannot do, including the risk of AI error, on our public Trust and Limitations pages.

4. AI-generated output is marked (Article 50(2))

Deliverables are clearly marked as AI-generated. The marker is carried in PDF and PPTX file metadata in machine-readable form, on the cover page of every report ("AI-generated, human directed and refined"), in client-portal banners, and in engagement-completion emails. We track the European Commission's Code of Practice on the marking of AI-generated content and align our marking as it develops.

5. The human role

Calafai produces decision support, not decisions. Every deliverable is designed for review by you before you act on it: outputs state their sources, quality scoring and independent red-team review run inside the platform, and your review remains part of the intended use. Calafai does not make solely automated decisions that produce legal or similarly significant effects about individuals.

6. Your data and AI training

Customer content is not used by Calafai to train AI models, and we maintain contractual terms with our model providers that prohibit training on customer content. The current list of subprocessors and model providers, and how changes are notified, is published at calafai.com/subprocessors. Our Privacy Policy at calafai.com/privacy describes AI processing, lawful bases, and your rights.

7. If you publish AI-generated content (Article 50(4))

When you publish deliverable content to inform the public on matters of public interest, you act as the deployer of an AI system under the AI Act. If the content has undergone meaningful human review and you hold editorial responsibility for its publication, the separate AI-disclosure obligation does not apply to that publication. If you publish without such review, the disclosure obligation is yours. Our Terms of Service allocate this responsibility explicitly.

8. Questions and requests

Write to ai-act@calafai.com. Related resources: calafai.com/trust (security and AI governance), calafai.com/privacy, calafai.com/subprocessors, and our Terms of Service at calafai.com/terms.

Note: This statement describes Calafai's transparency practices under Article 50 of the AI Act, which applies from August 2, 2026. It is provided for customer information and procurement purposes and is not legal advice.