# **GENERAL TERMS AND CONDITIONS BECURIOUS B.V.**

Having its registered office at the Rietwijkerstraat 36, 1059 XA Amsterdam, The Netherlands Registered at the Chamber of Commerce under number 66369649.

Article 1. Definitions
Article 2. Applicability
Article 3. Offers and prices
Article 4. Price changes
Article 5. Conclusion of the contract
Article 6. Nature of obligation, performance
Article 7. Delivery periods
Article 8. Technical execution
Article 9. Data protection
Article 10. Intellectual property
Article 11. Rights of use
Article 12. Liability
Article 13. Complaints
Article 14. Client's position
Article 15. Acceptable use policy
Article 16. Access codes
Article 17. Payments
Article 18. Duration of an Agreement
Article 19. Amendment of the Terms and Conditions7
Article 20. Suspension
Article 21. Termination
Article 22. Transferability
Article 23. Force majeure
Article 24. Proof
Article 24. Proof

## Article 1. Definitions

In these General Terms and Conditions, the terms following below are used in the following meanings, unless explicitly indicated otherwise or a different meaning ensues unambiguously from the context:

- 1. **BeCurious**: the private company with limited liability BeCurious B.V., also trading under the name BeCurious Hotel Internet Marketing, the counterparty to the Agreement with client and user of these General Terms and Conditions within the meaning of article 6:231 under b of the Dutch Civil Code (*BW*).
- 2. **Client**: the natural or legal person, as well as the latter's agent(s), authorized representative(s), and assign(s), who award a contract to BeCurious to provide services or perform work, and the other party to the contract with BeCurious within the meaning of Book 6 Section 6:231 under c. of the Dutch Civil Code (*BW*).
- 3. **Contract**: the contract for services within the meaning of Book 7 Section 7:400 of the Dutch Civil Code between BeCurious and the client on the basis of which BeCurious will perform work for the client for payment.
- 4. **Parties**: BeCurious and client jointly.

- 5. **In writing**: "In writing" for the purposes of these General Terms and Conditions shall also include communication by e-mail, fax or digital (for example via an online interface), provided that the identity and integrity of the content are duly established.
- 6. **Work**: all work for which a contract for services is awarded or which BeCurious performs on a different basis, all this in the broadest sense, and including in any case work as specified in the contract or all work that can be useful in performing the services.

# Article 2. Applicability

- 1. The present General Terms and Conditions are applicable to any and all proposals, offers, agreements and deliveries of BeCurious, of whatever nature, unless this applicability is fully or partly expressly excluded in writing and/or unless expressly stipulated otherwise.
- 2. Any General Terms and Conditions of the client, by any name whatsoever, are expressly rejected. Deviations from and additions to these Terms and Conditions shall only be applicable if and to the extent that they have expressly been accepted by BeCurious in writing. Unless otherwise expressly agreed upon in writing, these deviations from or additions to the Terms and Conditions shall only apply to the contract concerned.
- 3. Should BeCurious have permitted deviations from the present General Terms and Conditions for a short or a longer period of time, whether or not implicitly, then this shall not affect its right to demand direct and strict compliance with these Terms and Conditions as yet. The client cannot derive any rights from the manner in which BeCurious applies the present Terms and Conditions.
- 4. The present Terms and Conditions are equally applicable to all agreements concluded with BeCurious for the implementation of which third parties must be relied on. Said third parties can invoke the present Terms and Conditions directly against the client, including any limitations of liability.
- 5. If the client consists of multiple (legal) persons then they shall jointly and severally be obliged to comply with any and all obligations on account of the contract concluded with BeCurious.
- 6. The client with whom the present Terms and Conditions were contracted once is deemed to implicitly agree with the applicability of these Terms and Conditions to a contract concluded with BeCurious at a later date, unless stipulated otherwise in writing.
- 7. In case of a discrepancy between the content of a contract concluded by and between the client and BeCurious and the present Terms and Conditions the content of the contract shall prevail. Agreed derogations shall never apply to more than one contract, unless confirmed in writing each time.

## Article 3. Offers and prices

- 1. Offers from BeCurious are based on the information the client has provided. The client warrants that to the best of his knowledge he has provided all information essential to the setup, performance and completion of the services or work.
- 2. Offers made by BeCurious shall be free of obligation, unless a period for acceptance thereof is stipulated in the offer. BeCurious reserves the right to revoke the offer immediately after the client has accepted it.
- 3. If a contract for services is offered on the basis of subsequent calculation, the prices quoted shall only serve as guide prices, and the hours actually worked by BeCurious, as well as the costs actually incurred by BeCurious, shall be passed on.
- 4. The prices in the proposals of BeCurious shall be exclusive of VAT and other official duties, unless otherwise agreed upon in writing.

## Article 4. Price changes

BeCurious is entitled to adjust its rates at any time. If BeCurious increases its rates by more than 5% in any year, the client is entitled to terminate the agreement with BeCurious by the date on which the intended increase comes into effect, on the understanding that the client is obliged to pay BeCurious for the goods already delivered and/or purchased by BeCurious and without the parties being obliged to compensate each other for any damage.

## Article 5. Conclusion of the contract

- 1. Barring the stipulations below, a contract with BeCurious shall be concluded only after BeCurious has accepted the contract, or if BeCurious has started to perform the work.
- 2. The contents of the services shall be determined exclusively by the description of the services given in the contract, which the contract shall be presumed to represent correctly and completely.

- 3. Any additional agreements or changes made later shall be binding on BeCurious only if and in so far as BeCurious has confirmed them in writing.
- 4. After the contract is awarded, BeCurious will not be obliged to have input errors inspected or corrected by the client. If personal data are concerned, it should be noted that the possibility does indeed exist for the person concerned to correct his/her data.

## Article 6. Nature of obligation, performance

- 1. Unless stipulated otherwise in writing, all obligations of BeCurious under a contract shall be obligations to use best endeavours.
- 2. BeCurious shall be entitled to engage third parties in performing its obligations.
- 3. BeCurious shall refrain from checking the contents of the client's website, inspecting personal email and/or files of the client, or from any other inspection regarding the use of the services it provides to the client, unless BeCurious is required to do so by law or a court decision, or if the client acts or is suspected of acting contrary to articles 15.2 to 15.5 inclusive of these General Terms and Conditions.

### Article 7. Delivery periods

- 1. Delivery periods indicated by BeCurious shall not be binding on BeCurious. BeCurious will use its best endeavours to meet the agreed delivery periods, but cannot warrant this. BeCurious shall not be in default merely by exceeding a delivery period, and the client therefore will not be entitled to compensation or to terminate the contract.
- 2. The client must do what is necessary to enable timely delivery by BeCurious, for example by supplying complete, correct and clear details. For any extra work due to the client's failure to comply with its obligations, the client must pay BeCurious a fee based on the rates it charges.

### Article 8. Technical execution

- BeCurious shall be entitled at all times to modify the hardware, software and working method it uses. By doing so, BeCurious shall not be liable for the damage possibly sustained by the client from these modifications. BeCurious will publish modifications that require efforts by the client on its website a reasonable time before they are made.
- 2. Becurious shall be entitled on the same basis as stated above to change the client's access codes and usernames. The client will be notified of these changes if and insofar as this is reasonably possible five days before these changes take effect, only by email or by letter.
- 3. Becurious shall be entitled in the context of (replacement) maintenance to decommission its systems wholly or partially for a limited time, without having to pay the client any compensation or costs in this regard.
- 4. Unless explicitly agreed otherwise, BeCurious shall be entitled to include a reference to its website on each page of the client's website and use its company name and logo doing so. In addition, BeCurious will be entitled to place the client's company name, logo and link to the client's website on its website, for example to display a list of clients or their experience.
- 5. If BeCurious has performed work or provided other goods or services at the request of or with prior consent from the client that are outside the content or scope of the agreed services, the client shall pay for this work or these goods or services according to the customary rates of BeCurious. Additional work will be involved as well if a system analysis, design or specifications are increased or changed. BeCurious shall never be obliged to comply with such a request, and it may require a separate, written contract to be concluded to that effect.
- 6. The client accepts that work or the provision of other goods or services as referred to in paragraph 8.5 can influence the agreed or expected time of completion of the services, and the reciprocal responsibilities of the client and BeCurious. The fact that (a request for) additional work occurs during performance of the contract shall never be a ground for the client to terminate the contract or have it set aside.
- 7. If a fixed price has been agreed for the services, if asked BeCurious will inform the client in writing beforehand of the financial consequences of such additional work or additional goods or services.
- 8. Becurious will be entitled but not required to take all technical measures to ensure that the client adheres to the agreed technical specifications and/or complies with other obligations.

### Article 9. Data protection

- 1. BeCurious records the personal data provided by the client partly through use of the services by the client to perform the contract concluded and to keep the client informed of interesting offers of its products and services and of products and services of carefully selected companies. BeCurious attempts to take account of the client's preferences in doing so.
- 2. The client will have the right to inspect personal data and have them corrected or deleted and, if and in so far as the data in question are factually inaccurate, incomplete or irrelevant to the purpose for which they are processed, or otherwise in conflict with Dutch privacy legislation. Requests must be made to BeCurious in writing.
- 3. BeCurious shall not provide personal data to third parties, unless this is in accordance with the purpose for which they are being processed and/or the client has given BeCurious permission to that effect or if BeCurious is required to disclose them under a legal obligation or by a court decision. Such an obligation will exist, for example if this arises from a legal obligation, including an instruction from the competent authority or if non-disclosure would be wrongful towards third parties. If BeCurious provides data on the basis of an obligation existing in its view and it is subsequently established that this obligation did not exist, BeCurious shall not be liable for the damage and/or loss sustained from this by the client.

## Article 10. Intellectual property

- 1. All intellectual property rights in software, hardware, documentation, offers, (website) designs, reports or other works, developed, drafted or made available to the client by BeCurious in the context of its services shall be vested exclusively in BeCurious or its licensors.
- 2. The client must not remove trademarks, trade names, other indications of intellectual property and/or identification numbers and suchlike from the goods delivered or made available.
- 3. BeCurious indemnifies the client against any action by third parties based on the allegation that what was delivered or made available to it, or used in the context of the contract concluded between the parties, infringes on an intellectual property right enforceable in the Netherlands. If a third party brings an action referred to here, BeCurious will have the right to modify or replace the product delivered or made available by an equivalent product. The indemnity referred to in this paragraph shall lapse if the client does not notify BeCurious of the action within 14 days after it has obtained knowledge of such an action. The client must provide BeCurious with all necessary authorizations and information, as well as hand over to BeCurious all relevant documents immediately, and cooperate fully to enable BeCurious to defend itself if necessary against these legal actions. BeCurious, to the exclusion of everyone else, shall be entitled to decide on the manner of defence, to conduct any settlement negotiations and, if desired, to conclude a settlement agreement, or to conduct a defence in a court action.

## Article 11. Rights of use

- 1. All intellectual or industrial property rights in all software, hardware, documentation, offers, designs, reports or other works developed or made available under a contract shall be vested exclusively in BeCurious or its licensors.
- 2. The client shall acquire only rights of use in software, hardware, documentation, offers, designs, reports or other works developed, compiled or made available by BeCurious to the client in the context of its services, if and in so far as stipulated in these Terms and Conditions or otherwise granted explicitly in writing.
- 3. Unless stipulated otherwise in writing, the client may use software developed or made available by BeCurious (such as the BeCurious Content Manager), web designs or other materials encumbered by intellectual property rights only for its own purposes or those of its organization. Such use shall be subject to the terms of the contract and these Terms and Conditions and to the licence conditions of suppliers of software not manufactured by BeCurious. If and in so far as BeCurious develops or makes software, hardware, documentation, offers, designs, reports or other works developed or drafted by third parties available to clients, the rights of use shall apply to this, also including limitations on use, as stipulated in the Terms and Conditions of those third parties, while setting aside that which is stipulated in the contract and these General Terms and Conditions. The client accepts said rights of use from third parties.
- 4. The client shall not be allowed to modify the works delivered or made available, or to use them for a purpose other than that for which they were delivered.
- 5. The client shall not be allowed to:
  - a. lend out the software delivered or made available (such as the BeCurious Content Manager), wholly or in parts, or to rent or lend out any copy thereof, or to allow any third party to inspect the software, if it is plausible that this third party will use the knowledge gained by him through such inspection for different software;
  - b. carry out actions other than those referred to in this article, or implement, transmit or store the software without prior written permission from BeCurious;

- c. reproduce the software delivered for its own practice, study or use;
- d. disclose the software delivered or made available, or otherwise make it available and/or reproduce it, in so far as the client is not explicitly allowed to do so.
- 6. If the client uses the works delivered without written permission from BeCurious in conflict with the rights of use granted, without judicial intervention, the client shall have to pay BeCurious a fee of €25,000, without prejudice to the right of BeCurious to recover the full loss from the client which it has sustained.

### Article 12. Liability

- 1. BeCurious shall solely be liable for shortcomings in the execution of the assignment, to the extent that these are caused by failure to observe the care, expertise and workmanship which may be expected in the execution of the work concerned under the contract.
- 2. Becurious shall not be liable for damage, of any nature or any form whatsoever, resulting from the fact that BeCurious has relied on incorrect and/or incomplete data supplied by the client.
- 3. If BeCurious is liable for damage, said liability shall be limited to compensation of direct damage and will be limited to the amount paid by the insurer of BeCurious. If the insurer, for whatever reason, does not pay compensation, the liability of BeCurious will be limited to compensation of direct damage and to a maximum of the amount of the fee (exclusive VAT) received by BeCurious for work performed. If the assignment is entered into for a period of time exceeding six (6) months, said liability will be furthermore limited to the amount of the invoice amount over the last six (6) months (exclusive VAT). Contractor's liability shall at all times be limited to a maximum of the amount paid by its insurer.
- BeCurious shall never be liable for indirect damage, including bodily harm, consequential damage, lost profit, lost savings, losses due to business interruptions and damage resulting from penalties imposed due to non-observance of delivery (completion) times.
- 5. Any liability of BeCurious for products of third parties shall under no circumstances encompass more than what will prove to be recoverable from that third party or those third parties.
- 6. The limitations of liability for direct damage included in these General Terms and Conditions shall not be applicable if the damage can be blamed on intent or gross negligence on the part of BeCurious.

#### Article 13. Complaints

- 1. Any complaints about errors or defects in the works delivered must be reported to BeCurious in writing within 8 working days. If this is not reported or not reported in time, the right to the repair obligations referred to in this article shall lapse.
- 2. The client must cooperate fully in the investigation of the complaint to be conducted by BeCurious. If and in so far as BeCurious is of the opinion that the client has complained correctly, justifiably and in time, BeCurious shall, at its discretion, either provide the service in the correct way, or give the client a discount on the price, or credit the client for any amount involved. Fulfilment by BeCurious of one of these repair obligations shall fully discharge BeCurious with respect the client, and BeCurious shall not be obliged to make any further payment.

#### Article 14. Client's position

- 1. The client guarantees BeCurious that neither (the performance of) the contract for services awarded by it to BeCurious, nor the actual and/or legal actions the client carries out while using the services of BeCurious, nor the registration and putting into operation of its domain name, nor the software and/or other materials and/or information for the purposes of or stated on its website infringes on any subjective right of a third party, or any rule of law, regardless of the legal system from which it originates. The rights referred to here include, among other rights, intellectual property rights and rights and obligations under regulations relating to personal data protection, E-commerce regulations, consumer protection and tax regulations.
- 2. If BeCurious has reason to assume that the client has committed a wrongful act or possibly punishable conduct, or if it gains knowledge of such act or conduct, BeCurious shall be entitled to suspend its services wholly or in part until the client demonstrates to the satisfaction of BeCurious that this was not the case, or until it has been established at law that this was not the case. BeCurious shall never be liable for the loss sustained by the client because of the suspension, even if the suspension by BeCurious subsequently proves to have been unjustified.
- 3. If it has been established that there has been a wrongful act or punishable conduct on the part of the client, BeCurious shall be entitled to suspend or terminate its services wholly or in part. If it has been established that this was not (or was no longer) the case, BeCurious shall resume its services as soon as possible.

- 4. The client's obligations, for example to pay the agreed fee, shall continue to exist during the period that BeCurious suspends its services.
- 5. The client indemnifies BeCurious for any action of third parties or of the competent authority in relation to the stipulations contained in this article. The client shall be fully liable for any losses and costs incurred or to be incurred by BeCurious, including the full costs of legal assistance of BeCurious.
- 6. The client itself shall be exclusively responsible for entering into contracts with third parties for making payments via internet, such as, but not limited to, banks, service payment providers, credit card companies, Google Analytics, APIs, etc., even if the functionality for such payments is included in the software delivered or made available. BeCurious shall not be responsible or liable in any way.
- 7. The client shall expressly not be allowed without prior written permission to act as an intermediary or reseller of services and/or products of BeCurious. Without the aforementioned permission, BeCurious shall be entitled to suspend or terminate its services wholly or in part.

# Article 15. Acceptable use policy

- 1. The client must assume the attitude of and conduct itself in accordance with what may be expected of a responsible and careful internet user.
- 2. The client must not cause nuisance or damage in any way to other users when using the internet or internet facilities.
- 3. The client shall not be allowed to use the systems of BeCurious for actions that are in conflict with the laws and regulations applicable at the time, netiquette (the generally accepted rules of conduct on the internet), the rules and regulations of the Advertising Code Committee (RCC), the contract and these Terms and Conditions. In particular, the client shall not be allowed to take actions or behave in ways including the following:
  - a. Without permission, using, accessing or attempting to access data, systems, networks, databases or software of third parties, as well as, without permission, changing, deleting and rendering data of third parties unusable, as well as adding data to data of third parties;
  - b. Without permission, examining or testing the vulnerability of systems or networks of third parties or breaching their security of systems or networks, or attempting to do so;
  - c. Infringing on works protected by intellectual property rights or other rights of third parties, such as copyrights, trademark rights, or database rights, or otherwise acting in conflict with intellectual property rights or other rights of third parties;
  - d. Sending spam, also including sending, without the recipient's permission (of which the burden of proof will be on the client), unasked or unwanted bulk e-mail messages or chain letters, sending email bombs, letting an e-mail system fill up, attempting to overload systems or networks, including spam sent via a different provider;
  - e. Creating, introducing or spreading computer viruses;
  - f. (Sexual) harassment or other harassment of other users of the internet and spreading, making accessible or allowing to be accessible pornographic or ethnically irresponsible materials, including in any case, but not exclusively meaning materials that assault the decency of minor children or entail a violation of the right to privacy and / or of human decency, as well as material that is an expression of or incitement to discrimination;
  - g. Making use of the services of BeCurious in such a way that it impedes the correct operation of the systems of BeCurious or of third parties, or in such a way that other users of the services of BeCurious are impeded or obstructed.
- 4. The client shall be prohibited as well from sending e-mails for the purpose of direct marketing in which the identity of the sender on whose behalf the communication takes place is masked or concealed or without a valid address being stated to which the recipient can send a request to end such communication.
- 5. If and as long as the client acts in conflict with the stipulations in paragraphs 2 and 4 of this article, BeCurious shall be entitled without further notice and with immediate effect to decommission or remove the access to the website granted and/or information provided to the client, or otherwise make this impossible, to suspend or terminate its services wholly or in part and/or to end the failure-causing actions of the client, all this without being liable for compensation. Moreover, in that case BeCurious shall be entitled, if the gravity of the violation so justifies, to terminate the contract wholly or in part with immediate effect, without prejudice to the right of BeCurious to claim damages, and without resulting in a right of the client to compensation by BeCurious.
- 6. The client indemnifies BeCurious against all claims of third parties in relation to damage or in other respects, caused in any way by the use of the services provided by BeCurious to the client, or by failure by the client to comply in other respects with its obligations under the contract or these Terms and Conditions.

## Article 16. Access codes

- 1. The client must observe secrecy with respect to the access codes sent to the client and must protect them effectively.
- 2. The client must notify BeCurious immediately of the fact that it no longer possesses the access codes or that third parties also possess them.
- 3. The client shall be liable for damage and/or loss due to access codes no longer being in the client's possession or being in the possession of third parties, even if this happens during the sending of these access codes to the client by post. The client shall be liable for all acts performed from its account or by use of its access codes by third parties.

# Article 17. Payments

- 1. The client must pay within the period stated on the invoice or which has been agreed. If no payment period is stated, the client must make this payment within 14 days of the invoice date.
- 2. Unless otherwise agreed, payments under continuing performance contracts must always be made prior to the start of a service period.
- 3. Payment must be made without discount or setoff. The client shall not be entitled to suspend its payment in the event that the client has or pretends to have a claim against BeCurious.
- 4. BeCurious shall always be entitled to invoice the client in the interim and / or on the basis of advance payment, or to require security for compliance by the client.
- 5. In case of non-payment or late payment, the client shall be in default by operation of law without further notice of default being required.
- 6. If the client is in default, the client must pay interest on the amount due equal to the statutory interest rate plus 2% per year. In that case, the client must also pay collection costs. These amount to 15% on the amount owed by the client, subject to a minimum of €250.
- 7. If BeCurious has had to incur costs that exceed the collection costs referred to in the preceding paragraph, which costs BeCurious was able to incur in all reasonableness, the client must reimburse BeCurious for these costs.

# Article 18. Duration of an Agreement

- Unless otherwise agreed in writing, a contract for paid services is entered into for a fixed term of twelve months and, barring termination, extended tacitly (automatically) each time by the period for which it was initially entered into. A fixedterm contract, extended or not, can be terminated by the client and by BeCurious only in writing at the end of the term, extended or not, with due observance of a notice period of two months.
- 2. A fixed-term contract for paid services can be terminated by the client and by BeCurious only in writing with due observance of a notice period of two months. If the client pays a fee for a period of more than two months, the client shall not be entitled to refund of the amount already paid and/or to a discount on the amount still due.

## Article 19. Amendment of the Terms and Conditions

- BeCurious shall be entitled in all cases to amend the General Terms and Conditions. BeCurious shall inform the client of the contents of the amendment at least a month before the amendment enters into effect by way of a notice by email or letter. BeCurious will publish the amended Terms and Conditions on its website at least a month before they enter into effect. The parties shall be bound by the amended Terms and Conditions from the day that they enter into effect.
- 2. If the client does not wish to approve an amendment of the General Terms and Conditions announced by BeCurious, the client will be entitled within seven working days of the notice referred to in paragraph 19.1 to terminate the contract in writing from the date mentioned in the notice from BeCurious on which the amendment would have entered into effect.

## Article 20. Suspension

Each failure of the client shall give BeCurious the right to suspend its obligations or block that which the client discloses by way of its services. In that situation, the client's rights of use shall also be suspended for that period. The client must also perform its obligations during the period that BeCurious exercises its rights referred to in the last sentence.

## Article 21. Termination

1. BeCurious can terminate this contract without notice of default if: the client's liquidation has been ordered; the client applies for suspension of payment, or this is granted to it; the client loses control of its assets or a substantial part of them

through attachment or otherwise; BeCurious has well founded reasons to doubt the client's ability to comply (temporarily) with its obligations; the client has exceeded the payment period.

2. Termination shall cause the claims of BeCurious to become immediately due and payable and the rights of use granted shall lapse.

## Article 22. Transferability

- 1. The client may not assign or transfer the rights and obligations under this contract to a third party.
- 2. BeCurious shall be entitled to transfer the rights and obligations under a contract to a third party, on condition that either BeCurious shall be liable in addition to that third party for compliance with the obligations under the contract, or the transfer will take place in the context of the transfer of the business run by BeCurious.

### Article 23. Force majeure

- BeCurious shall not be required to comply with any obligation if it is prevented from doing as a result of a non-attributable breach (force majeure). Force majeure means in any case sickness and/or absence of crucial employees, defects in or breakdown of hardware or facilities, including telecommunication facilities and power supply, breaches by suppliers of BeCurious, strikes, rioting, government measures, fire, natural disasters, flooding and acts of war. If this situation lasts at least 14 days, each of the parties shall be entitled to terminate the contract, without the client being entitled to compensation of any loss in relation to such termination.
- 2. If BeCurious is partially able to perform at the time of the force majeure, or has performed, it shall be entitled to carry out this performance and invoice it separately as if it concerned a separate contract.

#### Article 24. Proof

The log files and other records, digital or not, of BeCurious shall provide full proof of the assertions of BeCurious, barring evidence to the contrary.

#### Article 25. Conversion

If one or more of the stipulations of these General Terms and Conditions or any other contract with BeCurious should be in conflict with a provision of mandatory law or any applicable rule of law, the stipulation in question shall cease to apply and will be replaced by a new stipulation allowable by law, to be determined by BeCurious, that approaches the purport of the original stipulation as closely as possible.

#### Article 26. Choice of law and forum

- 1. The legal and other relationships between BeCurious and the client shall be governed exclusively by Dutch law.
- 2. The parties shall bring all disputes arising from the legal relationship referred to in the preceding paragraph exclusively before the court with jurisdiction in Amsterdam, unless BeCurious chooses to bring the dispute before another court with jurisdiction.
- 3. In case of an interpretation of the content and meaning of these General Terms and Conditions as well as in the case of conflict between the content or interpretation of any translations of these General Terms and Conditions and the Dutch version, the Dutch text shall prevail each time.