

TERMS AND CONDITIONS HOTEL CONTENT MANAGEMENT SYSTEM - BECURIOS BV

Established at Rietwijkerstraat 36, 1059 XA Amsterdam, the Netherlands

Registered with the Chamber of Commerce under number 66369649

Article 1. Definitions

In these general terms and conditions, the terms below shall have the following meaning:

1. **BeCurious:** the owner of the Content Manager and the other party to the agreement with the User;
2. **Content Manager:** the Content Manager (software application) provided by BeCurious, which can be used to manage the content of the User's website.
3. **User:** the natural or legal person who has entered into an agreement with BeCurious regarding the use of the Content Manager.
4. **Account:** collection of data relating to a particular User, which data can be viewed and changed via the Content Manager after providing the corresponding login data;
5. **Use(s):** "use(s)" include(s) but is/are not limited to any use of the Content Manager, including loading (uploading), saving (downloading), logging in, retrieving, consulting, reading, viewing, listening, editing, filling in (of forms), sending, (temporarily) copying, storing, forwarding, distributing, using services, following links to other websites and performing legal acts;
6. **In writing:** "in writing" also includes communication by email, fax or digital (for example via an online interface), provided that the identity of the sender and the integrity of the content are sufficiently established.

Article 2. Applicability

1. These terms and conditions of use apply to any Use of the Content Manager. BeCurious reserves the right to change these terms and conditions at any time. The terms and conditions as they read at the time of Use always apply. BeCurious therefore recommends its Users to consult these terms and conditions of use regularly.
2. Any terms and conditions of the client are expressly rejected. Deviations from and additions to these terms and conditions of use are only applicable if and insofar as they have been explicitly accepted by BeCurious in writing. Unless explicitly agreed otherwise in writing, these deviations from or additions to the terms of use only apply to the agreement in question.
3. If BeCurious has allowed deviations from these terms and conditions of use for a short or longer period of time, tacitly or otherwise, this does not affect its right to demand direct and strict compliance with these terms and conditions of use. The client cannot derive any rights from the way BeCurious applies these terms and conditions.
4. These terms and conditions also apply to all agreements with BeCurious, for the execution of which third parties must be involved. These third parties can directly invoke these terms and conditions against the User, including any limitations of liability.
5. In case of conflict between and/or deviations from the content of an agreement concluded between the client and BeCurious and the present terms and conditions, the content of the agreement prevails.
6. If one or more of the provisions of these terms and conditions of use or any other agreement with BeCurious should be in conflict with a mandatory legal provision or any applicable legal provision, the provision in question will lapse and will be replaced by a new, legally permissible and comparable provision to be determined by BeCurious, which approximates the meaning of the original provision as much as possible.

Article 3. Duration and termination

1. A user licence is required to use the Content Manager. This user licence shall be laid down in an agreement between the parties (hereinafter referred to as the "Licence Agreement").
2. The Licence Agreement is entered into for an indefinite period of time. The Licence Agreement may be terminated by the User at any time subject to a notice period of 2 months. Termination is achieved via the User's Account in the Content Manager.
3. In the event of termination of the Licence Agreement, the Account and the information and data stored in the Content Manager will be destroyed at the end of the Licence Agreement. BeCurious is not obliged to keep (or have kept stored) information and data related to the User's Account or website.

Article 4. Scope of the user licence

1. The user licence gives the User the right to use the Content Manager for one website.

2. If the User wishes to use the Content Manager for the management of more than one website, the User must take out an additional licence for this purpose.
3. The User is not permitted to use the Content Manager for the management of a third-party website, unless BeCurious has given its prior written consent.
4. The user licence expressly does not grant the User any rights to the source code of the software.

Article 5. Use of the Content Manager

1. The Content Manager offers Users the possibility to manage the content of a website. This concerns websites of hotels and hotel groups.
2. Unless expressly agreed otherwise, BeCurious grants the User a non-exclusive, non-transferable and non-sublicensable right to use the Content Manager on a single User website.
3. Each User may create a maximum of one Account, unless the User has received written permission from BeCurious to create multiple Accounts.
4. The User is fully liable for all actions performed through the User's Account, including actions by third parties, and indemnifies BeCurious against all damages and claims arising from these actions.
5. The User is expressly prohibited from using the Content Manager:
 - a. in such a way that the rights of third parties are infringed;
 - b. for fraudulent or criminal acts;
 - c. to distribute computer viruses or material of a defamatory, obscene or threatening nature;
 - d. to distribute promotional or advertising material (SPAM), unless the addressee has explicitly requested its transmission;
 - e. in such a way that it is contrary to mandatory law;
 - f. in such a way that the Content Manager or the systems on which the Content Manager runs are damaged, distorted, interrupted, discontinued, overloaded or otherwise made less efficient;
 - g. to distribute on any medium whatsoever any part or parts of the Content Manager, including but not limited to information and data published on the Content Manager, without the prior written consent of BeCurious;
 - h. to modify or adapt any portion of the Content Manager and/or its systems, programs, services and/or technology;
 - i. to (attempt to) circumvent, disable or otherwise interfere with security related parts of the Content Manager;
 - j. for the purpose of (re)selling the access to and/or use of the Content Manager on another website, for example to generate advertising and/or (subscription) income, or in a manner that is competitive with BeCurious' business activities;
 - k. to collect (part of) the content of the Content Manager or (personal) data concerning the visitors of the Content Manager, whether or not through the use of an automated system.
6. If the User exceeds the provisions of this article, BeCurious reserves the right to deny the User access to the Content Manager until the User meets the requirements set by BeCurious and BeCurious shall not be liable to pay any compensation to the User.
7. BeCurious is by no means part of an agreement between the User and a third party. BeCurious only offers the Content Manager as a tool for the management of the website and only acts as a technical service provider.

Article 6. Changes and maintenance

1. The Content Manager and the services of BeCurious are offered "as is". BeCurious is under no obligation to make any changes or improvements to the Content Manager or its services.
2. BeCurious does not guarantee that the Content Manager will function uninterrupted and error-free or that third parties will not (improperly) use its systems.
3. BeCurious may change the Content Manager and its services at any time and at its sole discretion and to the extent BeCurious deems necessary. BeCurious does not require the prior consent of the User.
4. BeCurious is free to remove, disable for use or otherwise make inaccessible the Content Manager or any part thereof, for example for the purpose of maintenance or troubleshooting, or to temporarily disable the Content Manager and the underlying systems, in whole or in part, without being liable to pay any compensation or restitution to the User. BeCurious is not obliged to inform the User in advance of the decommissioning of (part of) the Content Manager.

Article 7. Payments

1. The User owes BeCurious a fee for the user licence. This fee must always be paid per month in advance. BeCurious shall send the User a digital invoice for this purpose. The invoice must be paid within 14 days after the invoice date.

2. In case of non-payment or late payment, the client will be in default by operation of law, without further notice of default being required, and BeCurious reserves the right to deny the User access to the Content Manager until the User has paid all fees due.
3. If the client is in default, the client will owe interest on the amount due equal to the statutory interest increased by 2% per year. In that case, the client will also owe collection costs. These costs amount to 15% of the amount owed by the client, with a minimum of € 150.
4. If BeCurious has had to incur costs, which costs BeCurious reasonably incurred, which exceed the collection costs mentioned in the previous paragraph, the client must also reimburse BeCurious for these costs.

Article 8. Liability

1. BeCurious aims to ensure that the Content Manager and the underlying systems function properly and strives for maximum availability and accessibility. However, BeCurious does not guarantee that the Content Manager or the underlying systems will always function continuously and without interference. BeCurious points out in this respect that it depends on third parties. BeCurious is therefore not liable in case external causes interfere with the functioning of the Content Manager or the underlying systems. Also, BeCurious is in that case not liable for any damages.
2. BeCurious takes all reasonably necessary (precautionary) measures to guarantee the safety of the Content Manager and the underlying systems as much as possible. Part of this is the secure storage of (personal) data and the sending of (personal) data via a secure internet connection (SSL). However, BeCurious accepts no liability for damage and/or loss resulting from a violation or infringement of the safety or security of the Content Manager, the underlying systems or (personal) data stored by BeCurious. This is only different if such damage or loss is the direct result of a serious fault of BeCurious or its employees. The User indemnifies BeCurious against any claim which is or may be the result of a violation or infringement of the safety or security of the Content Manager, the underlying systems or (personal) data stored by BeCurious.
3. In no event shall BeCurious be liable for any damages of any kind, direct or indirect, arising from:
 - a. the Use of the Content Manager;
 - b. software errors in the Content Manager;
 - c. inaccessibility of the Content Manager for technical reasons;
 - d. maintenance and calamities;
 - e. the possible consequences of acting based on content stated on the Content Manager;
 - f. unauthorised access to or unauthorized use of the Content Manager or BeCurious systems by third parties;
 - g. the accidental loss of information or data of the User or its customers;
 - h. consequential damages, personal injury, lost profits, lost savings, and damage due to business interruption.
4. BeCurious is not responsible for the database edited by the User and/or his customers. BeCurious cannot be held responsible for the content, nor for the state of the database of the User or its customer(s).
5. In the communication between the User and third parties or between the User and BeCurious, BeCurious is in no way liable for misunderstandings, delays or non-transmission of messages or unclear messages caused by the use of the Content Manager.
6. The limitations of liability do not apply if and insofar as there is intent or gross negligence on the part of BeCurious.

Article 9. Processing and transfer of personal data

(Personal) data collected by BeCurious through the Content Manager are processed and stored with care and in accordance with the General Data Protection Regulation. The data collected by BeCurious shall only be used to execute the agreement with the User and to further optimize the Content Manager. BeCurious does not sell, exchange or let personal information to third parties unless BeCurious has explicitly requested the User's consent.

Article 10. Intellectual property

The content of the Content Manager is copyrighted and may not be stored (other than the content required to use the Content Manager), reproduced, modified, disclosed, distributed or transmitted, sold or otherwise transferred or grant any rights thereto without the prior written consent of BeCurious.

Article 11. Applicable law and choice of forum

1. The use of the Content Manager as well as any agreement entered into or to be entered into by BeCurious is governed exclusively by Dutch law.

2. All disputes that may arise as a result of the present agreement or further agreements that may result from it, will be settled by the competent court in the district of the registered office of BeCurious.
3. In case of interpretation of the content and meaning of these general terms and conditions as well as in 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 always be overriding.