TERMS OF USE BECURIOUS CMS

These terms of use apply to the use of the Becurious CMS, provided by Becurious B.V., with registered office at Rietwijkerstraat 36, 1059 XA Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 66369649.

Article 1. Definitions

In these terms of use, the following definitions apply:

1. **Becurious:** Becurious B.V., based in Amsterdam, Chamber of Commerce 66369649.
2. **User:** the natural person or legal entity using the Becurious CMS, or on whose behalf the Becurious CMS is used.
3. **Becurious CMS:** the content management system provided by Becurious for hotels, restaurants and related organisations, including associated functionalities, updates and documentation.
4. **Agreement:** the agreement concluded between Becurious and the User, including any quotation, order confirmation and attachments.
5. **In Writing:** by e-mail, or via an online interface within the Becurious CMS. Digital confirmation constitutes sufficient evidence, unless explicitly agreed otherwise.
6. **Content:** all data and materials uploaded, stored, published, or otherwise processed by the User through the Becurious CMS, including text, images, video and personal data.
7. **Third Parties:** any party other than Becurious and the User's employees. This includes, in any event, external marketing agencies, SEO or SEA parties, consultants, freelancers, content agencies, PR agencies, photographers, web developers, IT suppliers, media parties, OTA or channel managers and other service providers.

Article 2. Applicability and order of precedence

1. These terms of use apply to any use of the Becurious CMS by the User.
2. If the Agreement contains provisions that deviate from these terms of use, the provisions of the Agreement prevail.
3. Any general terms of the User are expressly rejected, unless accepted by Becurious In Writing.

Article 3. Access, accounts and responsibilities

1. Becurious provides the User with access to the Becurious CMS via accounts.
2. The User is responsible for all actions carried out via the User's accounts.
3. The User must ensure appropriate protection of login credentials.
4. The User is not permitted to grant Third Parties access to the Becurious CMS, including by providing login credentials, unless Becurious has given prior and explicit consent In Writing. This prohibition also includes having Third Parties perform work within the Becurious CMS.
5. Sharing accounts or using joint accounts is not permitted. Access is personal and is limited to the User's employees who reasonably require access for the use of the Becurious CMS.
6. Becurious may take reasonable measures to prevent misuse, including restricting or blocking access in case of suspicious activity.

Article 4. Term, renewal and termination

1. The Agreement is concluded for the period specified in the quotation or the Agreement.
2. Unless agreed otherwise, the Agreement is automatically renewed for successive periods of one year. Termination must be made In Writing, observing a notice period of two months before the end of the current term.
3. Becurious may terminate or suspend the Agreement, in whole or in part, with immediate effect if:
   a. the User breaches these terms of use or the Agreement and fails to remedy this within a reasonable period after notice, or
   b. there is misuse, security risk, bankruptcy, suspension of payments, or business termination on the part of the User, or
   c. the User has granted Third Parties access to the Becurious CMS without Becurious's prior and explicit consent In Writing.
4. Upon termination, the right to use the Becurious CMS ends on the end date, unless agreed otherwise In Writing.

Article 5. Licence

1. The User obtains a non exclusive, non transferable and revocable licence to use the Becurious CMS for the duration of the Agreement, solely for the User's own websites and digital channels covered by the Agreement.

2. Use by Third Parties, including subsidiaries, affiliated companies and external service providers (such as marketing agencies, SEO or SEA parties, content agencies, PR agencies, photographers, web developers and consultants), is permitted only with Becurious's prior and explicit consent In Writing. Without such consent, any form of access or use by Third Parties is prohibited, even if the User has instructed such Third Parties or remains responsible for them. Becurious may grant consent on a case by case basis, refuse it, attach conditions to it, and, where reasonably justified, withdraw it.

Article 6. Permitted use and prohibited acts

1. The Becurious CMS is intended exclusively for Becurious's clients and may only be used in compliance with applicable laws and regulations.

2. The User must not use the Becurious CMS in any way that may disrupt its operation, security or availability. This includes, but is not limited to:
   a. distributing malware, viruses or other harmful code,
   b. sending spam or misleading communications,
   c. uploading, storing or publishing illegal, unlawful or harmful content,
   d. attempts to gain unauthorised access, including scraping, reverse engineering, or bypassing security measures.

3. Becurious may restrict content or access if reasonably necessary to prevent harm, risks or unlawful use.

4. Making the Becurious CMS available, directly or indirectly, to Third Parties, including by sharing login credentials, having Third Parties perform work in the Becurious CMS, or granting access via shared accounts, is prohibited without Becurious's prior and explicit consent In Writing.

Article 7. Content, rights and responsibility

1. The User remains the owner or rights holder of the Content supplied by the User, and warrants that it is entitled to use and publish such Content.

2. The User indemnifies Becurious against claims by Third Parties related to the User's Content, including claims concerning infringement of intellectual property rights, portrait rights, copyright, or unlawful publication.
3. Becurious is not obliged to review Content in advance.

Article 8. Maintenance, changes and availability

1. Becurious may modify, update and further develop the Becurious CMS.
2. If a change has a substantial impact on core functionalities, Becurious will inform the User reasonably in advance, or as soon as reasonably possible.
3. Maintenance may result in temporary unavailability. Becurious aims to announce maintenance in good time where possible, and to carry it out outside peak hours where possible.
4. Becurious does not guarantee uninterrupted availability, but will use reasonable efforts to provide a reliable service.

Article 9. Fees and payment

1. The User pays the agreed fees in accordance with the Agreement.
2. In case of late payment, the User is in default after the payment term has expired. Becurious may suspend access to the Becurious CMS until all outstanding amounts have been paid.
3. If payment remains outstanding after reminder(s), Becurious may terminate the Agreement. Suspension or termination does not affect the User's payment obligations.

Article 10. Data, export and deletion after termination

1. During the term, the User may manage Content within the limits of the Becurious CMS.
2. After termination, Becurious will delete the User's data within a reasonable period, unless legal obligations or contractual arrangements require otherwise.
3. If requested, the User may submit a request In Writing within 10 days after termination to export data in a commonly used format, insofar as this is technically reasonable. Becurious may charge reasonable fees for this.

Article 11. Processing of personal data

1. To the extent the User processes personal data via the Becurious CMS, Becurious acts as processor under the GDPR, and the User acts as controller.
2. Arrangements regarding processing, security, sub processors and onward transfers are, where required, set out in a data processing agreement, or apply as included in the Agreement.
3. Becurious may engage sub processors for hosting, maintenance and related services. A current list of sub processors is available upon request.
4. If a data protection impact assessment is reasonably required, Becurious will provide reasonable cooperation.

Article 12. Intellectual property

1. All intellectual property rights in the Becurious CMS and the underlying software, designs, documentation and methods are vested in Becurious or its licensors.
2. The User is not permitted to copy the Becurious CMS, make it available to Third Parties, sell it, rent it, decompile it, reverse engineer it, or otherwise attempt to discover the source code or operation, unless mandatory law provides otherwise.

Article 13. Liability

1. Becurious is not liable for damage arising from the use of the Becurious CMS, unless there is intent or wilful misconduct on the part of Becurious.
2. Becurious is not liable for indirect damage, including consequential loss, loss of profit, missed savings, reputational damage, loss of data or business interruption.
3. Becurious is not liable for security incidents outside its sphere of influence, including incidents caused by Third Parties, incorrect account use, or insufficient security on the part of the User.
4. Becurious's total liability is in all cases limited to the lower of:
   a. the amount paid out by Becurious's liability insurer in the relevant case, or
   b. the total fees paid by the User for the Becurious CMS during the 12 months preceding the event causing the damage.

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Op al onze werkzaamheden en diensten zijn onze algemene voorwaarden van toepassing. Raadpleeg hiervoor www.becurious.com.

Article 14. Force majeure

1. Becurious is not obliged to fulfil any obligation if performance is prevented by force majeure, including failures at suppliers, network or hosting issues, power outages, cyber incidents, government measures and other circumstances beyond Becurious's reasonable control.
2. If the force majeure situation continues for more than 60 days, either party may terminate the Agreement In Writing without any liability for damages.

Article 15. Amendments to the terms of use

1. Becurious may amend these terms of use. Amended terms will be communicated in good time by e-mail or via the Becurious CMS.
2. If an amendment is materially disadvantageous to the User, the User may terminate the Agreement In Writing with effect from the date the amendment takes effect, provided termination is made within 30 days after the amendment was announced.

Article 16. Governing law and disputes

1. These terms of use and the use of the Becurious CMS are governed by Dutch law.
2. Disputes will preferably be resolved amicably. If this is not possible, disputes will be submitted to the competent court in Amsterdam, the Netherlands.
3. The parties may agree to attempt mediation first before initiating court proceedings.

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