TERMS OF USE HOTEL CMS BECURIOUS BV

Registered at Rietwijkerstraat 36, 1059 XA Amsterdam, Netherlands
Registered with the Dutch Chamber of Commerce under number 66369649

Article 1 – Definitions

In these terms of use, the following definitions apply:

- **Becurious**: Becurious BV, registered at Rietwijkerstraat 36, 1059 XA Amsterdam, and listed with the Dutch Chamber of Commerce under number 66369649.

- **User**: The natural or legal person using the Hotel CMS.

- **Hotel CMS**: The content management system for hotels, restaurants, and related businesses provided by Becurious.

- **In Writing**: Communication via email or an online interface within the Hotel CMS, unless otherwise specified in the agreement. A digital confirmation is considered sufficient proof unless explicitly agreed otherwise.

Article 2 – Applicability

These terms of use apply to any use of the Hotel CMS by the User.

Article 3 – Duration and Termination

1. The agreement is entered into for the period specified in the offer or contract.

2. Unless otherwise agreed, the agreement is automatically renewed for successive one-year periods. Termination must be made In Writing, observing a notice period of two months.

3. Becurious reserves the right to terminate the agreement with immediate effect if the User breaches these terms of use.

4. Upon termination of the agreement, all User data will be deleted from the Hotel CMS unless required otherwise by law or contract. If desired, the User may submit a request to export data within 10 days of termination.

Article 4 – Scope of the User License

1. The User obtains a non-exclusive, non-transferable, and revocable license to use the Hotel CMS.

2. Use by third parties is only permitted with prior Written consent from Becurious. This also applies to subsidiaries and affiliated companies.

Article 5 – Use of the Hotel CMS

1. The Hotel CMS is exclusively intended for clients of Becurious.

2. The User may not use the Hotel CMS for purposes that violate laws and regulations or that may disrupt the operation of the system. This includes, but is not limited to:

   o Distributing harmful software such as computer viruses and malware;

   o Sending unsolicited messages (spam);

   o Publishing or storing illegal or harmful content.

Article 6 – Modifications and Maintenance

1. Becurious reserves the right to make changes and updates to the Hotel CMS. If a change has a substantial impact on the functionality of the Hotel CMS, Becurious will make reasonable efforts to inform the User.

2. Maintenance activities may lead to temporary unavailability of the Hotel CMS. Becurious strives to announce maintenance in advance and perform it outside peak hours whenever possible.

Article 7 – Payments

1. The User is required to pay the agreed fees on time.

2. In case of non-payment, Becurious reserves the right to suspend access to the Hotel CMS. If payment remains outstanding despite repeated reminders, Becurious may terminate the agreement.

Article 8 – Liability

1. Becurious is not liable for damages resulting from the use of the Hotel CMS unless caused by intent or gross negligence.

2. Becurious is not liable for security incidents beyond its control, such as hacking or data breaches caused by third parties.

3. In all cases, Becurious' liability is limited to the amount paid out under its liability insurance policy for the specific case.

Article 9 – Processing and Transfer of Personal Data

1. If the User processes personal data via the Hotel CMS, Becurious acts as a data processor within the meaning of the General Data Protection Regulation (GDPR).

2. Becurious engages sub-processors for hosting and maintenance of the Hotel CMS. An up-to-date list of sub-processors is available upon request.

3. If a Data Protection Impact Assessment (DPIA) is required, Becurious will cooperate accordingly.

Article 10 – Intellectual Property

1. All intellectual property rights to the Hotel CMS and its underlying software belong to Becurious.

2. The User is not permitted to reverse engineer, copy, sell, or otherwise make the software available to third parties without prior Written consent from Becurious.

Article 11 – Governing Law and Disputes

1. These terms of use are governed by Dutch law.

2. Disputes between Becurious and the User shall preferably be resolved through mutual consultation. If this proves impossible, the dispute will be submitted to the competent court in [location].

3. Parties may agree to attempt dispute resolution through mediation or arbitration before initiating legal proceedings.