



GENERAL TERMS AND CONDITIONS – BECURIOUS BV

These general terms and conditions apply to all services provided by Becurious BV, registered at Rietwijkerstraat 36, 1059 XA Amsterdam, the Netherlands, Chamber of Commerce number 52862755.

Becurious is a digital agency specialised in hotel and restaurant websites, online marketing and related services.

Article 1 – Definitions

In these terms and conditions, the following definitions apply:

1. **Becurious:** Becurious BV and all its affiliated trade names.
2. **Client:** any natural or legal person entering into an agreement with Becurious.
3. **Agreement:** any arrangement between Becurious and the Client concerning the provision of services or products.
4. **Services:** all work and deliveries performed by Becurious, including but not limited to web development, CMS, hosting, online marketing, support and consultancy.
5. **Written:** communication by e-mail or digital signature (such as Adobe Sign) also qualifies as written communication, provided the sender is clearly identifiable.

Article 2 – Applicability

1. These terms and conditions apply to all offers, agreements and deliveries by Becurious, unless expressly agreed otherwise in writing.
2. Any terms and conditions of the Client are explicitly rejected.
3. Deviations or additions are only valid if confirmed in writing by Becurious.
4. These terms also apply to work performed by third parties engaged by Becurious.
5. In case of conflict between the Agreement and these terms, the provisions of the Agreement prevail.



Article 3 – Offers, prices and payments

1. Offers made by Becurious are non-binding and valid for 30 days, unless stated otherwise.
2. All prices are exclusive of VAT and other government levies.
3. Becurious may adjust its rates annually based on indexation. If rates increase by more than 5%, the Client may terminate the Agreement as of the effective date of the increase, provided that such termination is made in writing within fourteen (14) days after notification of the increase.
4. Payment must be made within 30 days of the invoice date, unless another term is specified in the Agreement or on the invoice.
5. If payment is not made on time, Becurious will send a reminder. If payment is still not received, the Client will be in default by operation of law and statutory commercial interest (Article 6:119a of the Dutch Civil Code) and reasonable collection costs will apply.
6. Becurious may suspend its services in the event of payment arrears until full payment has been received.

Article 4 – Formation and performance of the Agreement

1. An Agreement is concluded once Becurious confirms the assignment in writing or has commenced performance.
2. Becurious will perform its work to the best of its knowledge and ability, as an obligation of effort.
3. Time schedules are indicative and not binding deadlines.
4. Additional work will only be charged if the Client has been informed in advance or has confirmed approval in writing (including by e-mail). Additional work arises, among other things, when the Client requests changes or extra work after approval of the proposal.
5. Becurious is entitled to engage third parties for the performance of its work.

Article 5 – Delivery and launch

1. The launch date of the website will be determined in consultation with the Client.



2. To ensure a smooth launch, all required content – including texts, translations and photos – must be provided and uploaded to the CMS at least five (5) working days prior to launch.
3. The subscription and invoicing for hosting, CMS and support commence on the date of delivery or launch of the website.

Article 6 – Intellectual property and usage rights

1. All intellectual property rights to designs, templates, texts, source code, software (including the CMS), visuals, structures, documentation and other materials always remain the property of Becurious or its licensors.
2. The Client receives a non-exclusive right of use to the website and materials provided by Becurious, for the Client's own business, for as long as the Agreement remains in force and all invoices are paid.
3. Without Becurious' prior written consent, the Client is not permitted to copy, reuse or reproduce any part of the design, code, layout, text or templates – including after termination of the Agreement.
4. Content (such as texts, images and logos) provided by the Client remains the property of the Client or rightful owner.
5. In the event of a breach of this article, the Client shall, without the need for notice of default or judicial intervention, owe Becurious an immediately payable penalty of € 25,000 per violation, without prejudice to Becurious' right to claim full compensation for damages.
6. After termination of the Agreement, Becurious retains the right to showcase the developed work as a reference, unless otherwise agreed in writing.

Article 7 – Confidentiality and data protection

1. Both parties shall treat all confidential information strictly confidential.
2. Becurious processes personal data only in accordance with applicable legislation and its privacy policy.



3. The Client is responsible for compliance with privacy laws within its own systems and marketing activities.

Article 8 – Maintenance, hosting and third-party services

1. Becurious may modify or update its software, systems or working methods to ensure security and continuity.
2. Maintenance may temporarily interrupt services; Becurious shall not be liable for such interruptions.
3. Becurious is not liable for failures or damages caused by third parties such as hosting providers, PMS systems, DNS suppliers or APIs.
4. Third-party services are subject to their own terms and conditions, which apply in addition to or, where applicable, in place of these terms.

Article 9 – Liability and indemnity

1. Becurious is liable only for direct damage that is the direct result of an attributable failure.
2. Liability is limited to the invoice amount of the last six (6) months, with a maximum equal to the amount paid out by Becurious' insurer, or, if no insurance coverage applies, to that same invoice amount.
3. Becurious is not liable for indirect damages such as consequential loss, loss of profit, loss of revenue or reputational damage.
4. The Client indemnifies Becurious against all third-party claims arising from the use of the services or materials provided by Becurious.

Article 10 – External widgets and integrations

1. At the Client's request, Becurious may implement external widgets, scripts, plugins or integrations (such as booking engines, chat tools, review systems or analytics).
2. The Client is fully responsible for the proper functioning, security and legal compliance (including privacy and cookie regulations) of such external components.
3. Becurious shall not be liable for any malfunction, reduced performance, security issues or errors on the website caused by or related to these external widgets or integrations.



4. Becurious reserves the right to refuse, deactivate or remove any widget, script or integration that, in its professional judgment, may negatively affect the performance, user experience, accessibility, design consistency or security of the website.
5. The Client will be informed of such action whenever reasonably possible.

Article 11 – Term, renewal and termination

1. Agreements for recurring services (such as hosting, CMS or support) have a minimum term of twelve (12) months, unless otherwise agreed in writing.
2. After the initial period, the Agreement shall automatically renew for the same duration as the agreed invoicing period (for example, quarterly or annually).
3. The Agreement may be terminated after the initial period with a notice period of two (2) months before the end of the current invoicing period.
4. Termination must be made in writing (including by e-mail).
5. Upon termination, the right to use the website, software and other materials provided by Becurious shall cease.
6. In case of payment default or material breach, Becurious may suspend or terminate its services and take the website offline.

Article 12 – Suspension and force majeure

1. Becurious may temporarily suspend its services if the Client fails to meet its obligations.
2. Becurious shall not be obliged to perform its obligations in cases of force majeure, including failures of suppliers, illness, government measures, technical defects or network outages.
3. If a force majeure situation lasts longer than 30 days, either party may terminate the Agreement without any obligation to pay compensation.

Article 13 – Amendments and validity

1. Becurious may amend these terms and conditions. Amendments will be announced at least one month before taking effect, in writing or by e-mail.



2. If the Client does not agree with the amendments, the Client may terminate the Agreement in writing effective from the date the amendments take effect.
3. If any provision is found to be invalid, the remaining provisions shall remain in full force and effect.

Article 14 – Applicable law and jurisdiction

1. All legal relationships with Becurious are governed exclusively by Dutch law.
2. Parties shall first attempt to resolve any disputes amicably.
3. If no resolution is reached, disputes shall be submitted to the competent court in Amsterdam, the Netherlands.

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