

Ostora – Terms and Conditions

Oct 12, 2026 · @haseeb ceo ostora group

These terms apply to all quotes, agreements and services of **Ostora**, Antwerp, Belgium, VAT BE0795.294.585, info@ostora.be, +32 486 84 77 86 ("Ostora", trading as Ostora AI). Ostora supplies business customers only (B2B), not consumers.

1. Scope and definitions

1. These terms apply to all offers and agreements between Ostora and the Customer. The Customer's own terms are excluded.
2. **Customer:** the business that enters into an agreement with Ostora.
3. **Services:** including Ostora Voice (AI receptionist), Ostora Concierge (WhatsApp and web chat agents), Ostora Magnet (lead generation), Ostora Revive, Ostora Confirm, Ostora Reviews, Ostora Nightshift, websites, booking systems, advertising management, social media management and custom automations.
4. **Agreement:** the signed quote or the online accepted order, together with these terms.

2. Quotes and formation

1. Quotes are valid for 30 days unless stated otherwise.
2. The agreement is formed by signature or written acceptance of the quote (email suffices), or when Ostora starts work with the Customer's consent.
3. Changes or additions to the scope are agreed in writing and may change the price or timeline.

3. Performance of the Services

1. Ostora performs the Services with due care and professional skill. This is an obligation of means, not of result, unless a result is expressly guaranteed in writing.
2. Delivery dates are targets, not strict deadlines. A delay does not entitle the Customer to damages or termination unless Ostora remains in default after written notice and a reasonable cure period.
3. Ostora may use subcontractors and third-party platforms (telephony, AI, hosting, messaging providers) and remains responsible for performance.
4. The typical rollout (discovery, build, test, go-live) is indicative. The Customer provides information, access and approvals on time. Delays caused by the Customer move the schedule.

4. Nature of AI services

1. The Customer acknowledges that AI systems (voice, chat, text generation) work probabilistically and can make mistakes, such as incorrect, incomplete or unexpected answers.
2. Ostora configures, tests and monitors the AI agents but does not guarantee error-free operation or any number of leads, bookings or revenue, unless expressly agreed in writing.
3. The Customer approves the agent during the testing phase and remains responsible for the accuracy of the prices, offers and business information supplied to Ostora.
4. The AI agent is not intended for medical, legal or financial advice or for emergency calls. The Customer provides a human alternative for those cases.
5. The Customer ensures that callers and chat contacts are informed, where required, that they are interacting with an AI system and that conversations may be recorded or processed, in line with applicable law (including the GDPR, the EU AI Act and Belgian rules on call recording).

5. Prices and payment

1. All prices are in euros and exclude VAT unless stated otherwise.
2. Setup fees, monthly subscriptions, usage costs (for example call minutes, messages, AI usage) and advertising budgets are listed separately in the quote. Third-party costs paid directly by the Customer, such as ad spend on Meta, are not included in Ostora's price.
3. Invoices are payable within 14 days of the invoice date unless agreed otherwise. Subscriptions are invoiced in advance.
4. If payment is late, interest accrues automatically and without notice at the statutory rate for commercial transactions, plus a fixed compensation of 10% of the outstanding amount (minimum EUR 50).
5. Ostora may suspend the Services if payment is more than 14 days overdue after written reminder.
6. Ostora may adjust prices annually with at least 30 days' notice. Changes in third-party costs (such as telephony or AI models) may be passed on after notice.
7. Invoice complaints must be sent in writing within 8 days of the invoice date.

6. Term and termination

1. Subscriptions run for the term stated in the quote and renew automatically for the same period unless either party gives written notice at least 30 days before the end of the period.
2. One-off projects (such as a website) end on delivery and payment.
3. Either party may terminate immediately by written notice in case of a serious breach not cured within 14 days of notice, or in case of bankruptcy, insolvency or cessation of the other party's business.
4. Work already performed and costs incurred remain payable. Prepaid amounts for Services not delivered are refunded pro rata, except where termination is due to the Customer's breach.

7. Performance guarantee

1. Ostora offers a performance guarantee only if it is expressly stated in the quote, with the measured criteria, measurement period and remedy.
2. Without such a clause, there is no guarantee of any commercial result.

8. Customer cooperation and access

1. The Customer provides accurate and complete information, access to necessary systems (CRM, calendar, telephony, ad accounts, website) and a contact person with decision authority.
2. The Customer is responsible for complying with the rules of third-party platforms (such as WhatsApp/Meta, Google and telephony providers) when using their own accounts and numbers, including opt-in from contacts.
3. The Customer will not use the Services for unlawful, misleading or spam purposes. Ostora may suspend the Services in case of misuse.

9. Intellectual property

1. Ostora retains all rights in its software, prompt templates, workflows, trademarks, methods and documentation. The Customer receives a non-exclusive, non-transferable right of use for the duration of the agreement.
2. Customer-specific content developed for the Customer (such as website copy and designs) becomes the Customer's property, or the Customer receives a licence, after full payment and to the extent stated in the quote. Ostora may reuse general know-how and non-customer-specific components.

3. The Customer warrants that the materials it supplies (logos, texts, images, voices) do not infringe third-party rights and indemnifies Ostora against third-party claims in that respect.
4. Ostora may name the Customer as a reference (name and logo) unless the Customer refuses in writing. For testimonials or figures about the Customer, Ostora asks for prior permission.

10. Confidentiality

Both parties keep the other party's confidential information secret and use it only to perform the agreement. This applies during the agreement and for 3 years afterwards, except for information that is public or must be disclosed by law.

11. Personal data

1. Each party complies with applicable data protection law, including Regulation (EU) 2016/679 (GDPR).
2. Where Ostora processes personal data on behalf of the Customer (for example calls, messages, lead data), Ostora acts as processor and the Data Processing Agreement applies.
3. Ostora's Privacy Policy describes how Ostora itself processes personal data, for example of website visitors.

12. Liability

1. Ostora is liable only for damage that is the direct and exclusive result of a fault or negligence in performing the Services.
2. Ostora's total liability is limited to the amount the Customer paid to Ostora in the 6 months before the event giving rise to the damage, up to a maximum of the amount covered by Ostora's professional liability insurance.
3. Ostora is not liable for indirect damage, such as lost profit, missed revenue or leads, loss of customers, reputational damage or loss of data.
4. Ostora is not liable for outages or decisions of third-party providers (telephony, AI models, hosting, WhatsApp/Meta, Google, CRM systems) or for unavailability of the internet.
5. These limits do not apply in case of intent, fraud or gross negligence, or to liability that cannot be excluded by law.
6. Any claim for damages expires 12 months after the Customer knew or should have known of the damage.

13. Force majeure

Ostora is not liable for non-performance caused by force majeure, including network, telephony or cloud provider outages, cyberattacks, strikes, government measures and third-party failures. If force majeure lasts longer than 60 days, either party may terminate the agreement.

14. Non-solicitation

During the agreement and for 12 months afterwards, the Customer will not hire employees or subcontractors of Ostora without written consent. In case of breach the Customer pays a fixed compensation equal to 6 months of the person's last gross pay.

15. Final provisions

1. If any provision is void or unenforceable, the others remain in force and the parties replace it with a valid provision with the closest possible effect.
2. Ostora may change these terms. Changes apply to new agreements and, for existing agreements, after 30 days' notice.
3. Ostora may assign its rights and obligations to an affiliate or successor. The Customer may do so only with written consent.
4. **Governing law:** Belgian law.
5. **Jurisdiction:** the courts of the judicial district of Antwerp, Antwerp division, have exclusive jurisdiction. This does not affect Ostora's right to bring a claim before the court of the Customer's domicile or registered office.

Last updated: 12 October 2026