



User agreement parent portal

THIS USER AGREEMENT APPLIES TO THE USE OF THE PARTOU PARENT PORTAL (VIA THE WEB PORTAL OR APP). CAREFULLY READ THIS USER AGREEMENT BEFORE USING THE PARENTAL PORTAL. BY SIGNING YOU AGREE TO THE TERMS OF THIS USER AGREEMENT.

1. General

The Konnect parent portal (web portal and app) and the corresponding documentation (hereafter referred to as 'Parent Portal') are made available to you by Partou B.V. (hereinafter referred to as Partou) free of charge. This user agreement (hereinafter referred to as 'User Agreement') applies to the use of the parent portal. This User Agreement also applies to all upgrades and other developments you are provided with on the Parent Portal.

2. Allowed use and limitations

- Partou hereby grants you a non-exclusive, revocable and non-transferable licence to use the Parent Portal, the primary purpose of which is to promote maximum communication with Partou about the care and well-being of your child.
- You are not allowed to transfer (the right to use) the Parent Portal to a third party, allow the use thereof by third parties or to license or sub-license it to third parties.
- You are not permitted to copy, modify or create derivative works of the Parent Portal in whatever way.
- You are personally responsible for arranging sufficient backup facilities. All information (personal data, pictures, messages, etc.) exchanged via the Parent Portal will be kept for one year after the termination of the care agreement. After that period, the relevant information will be deleted.
- In the event that you do not have a childcare contract with Partou and make use of the Parent Portal through the contractual parent, the contractual parent is entitled at all times to withdraw the permission that has been granted to you to make use of the Parent Portal. Your account will then be deactivated and you agree to this condition when putting the Parent Portal into use.

3. Communication and private messages

- The Parent Portal makes it possible to exchange (private) messages. You are kindly requested to use generally accepted standards, values and manners when writing private messages. The parties must mutually respect each other when exchanging messages. Partou is entitled to delete messages.
- Announcements and private messages can be exchanged via the Parent Portal. Partou will endeavour to respond to your messages and questions as adequately and quickly as possible. The time within which you can expect an answer depends on staffing levels combined with the required care for the children, among other things.
- Changes to or the planning of your child's attendance and absence times can be communicated via the Parent Portal. You can assume that your request has been honoured and processed subject to a written or electronic confirmation thereof.

4. Termination

This User Agreement is valid until the date that you no longer use the Parent Portal and/or the services of Partou. When terminating the User Agreement, you must refrain from using the Parent Portal. In the event of a violation of the terms of this User Agreement, Partou is entitled to immediately terminate your right to use the Parent Portal.

5. Limited warranty

The parent portal is made available on an "as is" basis and is, therefore, made available without any guarantees. The use of the Parent Portal is at your own risk. The Parent Portal is primarily intended to optimise communications between you and Partou and is, of course, not a means to replace personal contact. You are



personally responsible for the correct use of the Parent Portal and for the correct entry and handling of (personal) data. For example, Partou does not guarantee that the functionalities contained within the Parent Portal will at all times meet your requirements or that the Parent Portal will perform without service interruptions and/or flaws or that any defects in the Parent Portal will or can be corrected.

6. Limitation of liability

Partou can never be held liable for any damage that is the result of or relates to your use of the Parental Portal, for whatever reason, regardless of the grounds for liability (non-performance, wrongful act or otherwise).

7. Privacy

Partou handles your personal information carefully and, in addition to our general privacy regulations, uses supplementary privacy regulations for the Parent Portal. Both privacy regulations can be found on the [Partou website](#). Partou only uses and registers the personal data that is provided by you or that you have entered in the Parent Portal. Partou will not disclose personal data from the Parent Portal to third parties unless Partou is legally obliged to do so.

The privacy statement of Konnect (the supplier of the portal) can be found [here](#).

8. Pictures

Partou may decide to place group photos in the Parent Portal, showing other children including yours. You are requested not to distribute or disclose these pictures and to take into account the interests of other parents and their children. However, Partou cannot prevent you or other parents from publishing such pictures via social media or otherwise distributing them, nor can Partou be held liable for this. If you want to limit the aforesaid risk of publication, you can withdraw your permission and indicate that your child is not to be photographed or that pictures depicting your child are not to be uploaded.

9. Security

You must register in order to use the Parent Portal, after which you must create a personal password. It is in your interest that you keep your password secret. Partou is not liable for the misuse of usernames and passwords by users or third parties.

10. Changes to the User Agreement

Partou is entitled to unilaterally change the User Agreement. Changes take effect on the date stated in the announcement. Changes apply to existing agreements as well unless otherwise agreed in writing.

11. Applicable law

The User Agreement is governed by Dutch law. All disputes arising from the User Agreement or ensuing agreements will in the first instance be submitted to the competent court in Utrecht.

12. Full agreement

This User Agreement contains the full agreement between the parties with respect to the subjects regulated therein. It replaces any previous written and/or verbal agreement between the parties with regard to those subjects. The User Agreement forms a part of the basic agreement concluded by you with Partou for the placement of your child at Partou (hereinafter referred to as the "Basic Agreement"). This User Agreement is subject to General Terms and Conditions of Partou. In the event that the User Agreement, the Basic Agreement and the general conditions contain conflicting provisions, the relevant provision in the User Agreement will prevail in all cases.