



Terms of use Parent App Partou as of 18 July 2024

1. Applicability of terms of use

These terms and conditions apply to all use of the Partou Parent App (web portal and app), hereinafter referred to as 'the Parent App'. The Parent App is the online communication platform that Partou¹, with its registered office in Amsterdam and its principal place of business in Vianen at Sportlaan 1, offers free of charge to parents to keep them well informed about the care of their child.

Partou's starting point when using the Parent App is to provide equal information to both parents with parental authority.

2. Permitted Uses

The use of the Parent App is only permitted for authorized users of Partou. Authorized user (hereinafter: the user) means:

- a. the contract parent (and possibly the other parent with custody who requests access to the Parent App) and;
- b. he/she has been identified as a user by Partou and;
- c. the user has agreed to these terms of use.

3. Two versions of the parent app

There are two versions of the Parent App for the following situations:

Version 1: Contract parent and other parent with parental authority form a family;

Version 2: Contract parent and other parent with parental authority do not (or no longer) form a family.

With these versions, the information about the child and the location is the same. With version 2, the other parent has no insight into the personal (contract) details of the contract parent and there are no possibilities to make changes to the childcare.

If both parents have version 1 of the Parent App and first formed a family but do not form a family any longer, the other parent will retain version 1 of the Parent App, unless the contract parent informs Partou that he/she no longer gives permission for this. In that case, access to version 1 of the Parent App will end and the other parent will automatically gain access to version 2 of the Parent App.

The other parent will be granted access to version 2 of the Parent App if he/she requests this from Partou.

¹ Partou consists of Partou B.V. and Smallsteps B.V.



Only in the situation where the contract parent demonstrates that the safety of the child and/or the contract parent is at stake due to the other parent's access to version 2 of the Parent App, Partou can decide to refuse access to the other parent.

The decision to do so is entirely at the discretion of Partou on the basis of the information provided by the contract parent. Now that the other parent has parental authority and cannot see the private data of the contract parent, Partou applies a very strict test in this regard.

The use of the Parent App is strictly personal. You register with your personal e-mail address and password combination. In addition, you are responsible for keeping these login details safe and for the internet connection, peripheral device, browser and any other facilities that are necessary to access and use the application.

4. Possibilities of the parent app

Through the Parent App:

- a. (General) communications are exchanged between Partou and the parents;
- b. Private messages about the care and the child are exchanged between Partou and the parents;
- c. Requests for extra childcare, use of exchange and catch-up hours and the like are made;
- d. Changes will be reported.

Please note: The possibilities of c. and d. are only open to version 1 of the Parent App.

5. Communication

The Parent App offers the possibility to exchange (private) messages between the user and Partou. The request is to use the generally accepted norms and manners when writing these messages. Partou has the right to delete (private) messages.

Our priority is to take good care of the children and only then answer messages. If there is a situation that is urgent, we ask you to contact the pedagogical staff of your child's group by telephone at all times.

6. Photos

Partou can also post group photos in the Parent App, which can include other children in addition to your child. Parents are requested not to distribute or publish these photos and to consider the interests of other parents and their children. Partou cannot prevent you or other parents from publishing or otherwise distributing such photos and is not liable for this. If you want to limit the aforementioned risk of disclosure, you can withdraw your consent to the use of photos by indicating that photos of your child may not be taken and/or uploaded.

7. Privacy

Partou handles your personal data and that of your child with care and, in addition to its general privacy statement, uses an additional privacy statement for the Parent App. Both can be found



on the [Partou website](#). Partou only uses and registers the personal data that is provided by you or entered in the Parent App. Partou will not provide personal data from the Parent App to third parties, unless Partou is legally obliged to do so.

8. Blocking Parent App in case of unauthorized use

Partou has the right to refuse, block (temporarily or otherwise), terminate, modify or delete access to the Parent App in the event that:

1. Partou doubts the identity of the user;
2. Partou suspects misuse of the Parent App;
3. The safety of the child and/or contract parent is at stake due to the information provided in the Parent App;
4. The user is in breach of these terms of use. Violations of these Terms of Use include, but are not limited to:
 - transfer the right to use the Parent App to third parties;
 - copy, modify, or create derivative tools from the Parent App and thereby how it works;
 - use the Parent App in a way that is contrary to the rights and/or interests of third parties and/or harms the good name of Partou.

9. Availability of the Parent App

The Parent App is made available "as is". Although Partou makes every effort to ensure maximum availability of the Parent App, no guarantee is given for its continuous availability. The Parent App may be temporarily unavailable due to (planned) maintenance work or (unexpected) malfunctions in the system.

10. End of use of the Parent App and consequences

Partou reserves the right to terminate the provision of the Parent App at any time, without being obliged to pay any compensation to the user.

As soon as the user is no longer a Partou customer, access to and use of the Parent App automatically ends after a period of 6 weeks for the user. The Parent App is an extra service from Partou in addition to the childcare contract.

Access to the other parent's Parent App is dependent on the contract parent's access. If, for whatever reason, the contract parent does not (or no longer) use the Parent App, the other parent's access will also end.

When the use of the Parent App ends, it is important to be aware that this will also reduce/end the possibilities that are necessary to ensure that childcare runs optimally.



11. Liability

Partou is in no way liable for any damage resulting from, or in connection with, your use of the Parent App, for whatever reason, regardless of the ground for liability that is invoked (breach of contract, tort or otherwise) The user indemnifies Partou against all claims by third parties in connection with any unlawful use by the user of the Parent App.

Should there nevertheless be any liability on the part of Partou, this will be limited per event (in which a related series of events counts as one event) to the total childcare allowance paid by the user to Partou in the relevant month in which the event occurred, with a maximum of Euro 500,- excluding VAT. Liability for indirect damage is completely excluded.

12. Modification of terms, complaints and disputes

These terms of use supersede previous versions of the terms of use or user agreement of Partou (Smallsteps B.V. and/or Partou B.V.). Partou reserves the right to unilaterally change these terms of use at any time. Changes will be announced in a timely manner and will enter into force on the date specified in the announcement. Because you are bound by these changes by using the Parent App, we advise you to visit [this page](#) regularly to read the terms of use in force at that time.

If you do not accept a change in the terms of use, you can indicate to Partou at any time via the e-mail address below that you wish to terminate the use of the Parent App.

The terms of use are governed by Dutch law and any disputes will be submitted exclusively to the District Court of 'Midden-Nederland'.

Any remarks, suggestions and complaints can be sent in writing to: support@partou.nl.

Version July 2024