



Terms and conditions for MONTapp.com

The service "MONTapp.com" is offered over the internet by MONTapp B.V. The use of MONTapp.com is subject to the below terms and conditions. Using MONTapp.com constitutes acceptance of these terms and conditions.

Deviations from these terms and conditions is possible only by means of written confirmation by Montapp B.V..

Article 1. Use of the service

- 1.1 The service MONTapp.com allows you to register and monitor child development in school.
- 1.2 To use MONTapp.com, you first need to register. After completing registration, MONTapp B.V. will verify whether your application is to be approved or not. You will be notified about the decision.
- 1.3 You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. MONTapp B.V. may assume that all actions undertaken from your account after logging in with your username and password is authorized and supervised by you. This means you are liable for these actions, unless and until you have notified MONTapp B.V. that someone else knows your password.
- 1.4 MONTapp.com processes your personal data. You give your consent for all forms of processing within the scope of the service. Consult the privacy statement of MONTapp B.V. for more information.

Article 2. Terms of use

- 2.1 It is not permitted to use MONTapp.com for any purpose that violates Dutch or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.
- 2.2 Should MONTapp B.V. discover that you violate any of the above, or receive a complaint alleging the same, MONTapp B.V. will issue a warning. If the warning does not lead to an acceptable resolution, then MONTapp B.V. may intervene to end the violation. In urgent or serious cases MONTapp B.V. may intervene without warning.
- 2.3 If in the opinion of MONTapp B.V. the continued functioning of the computer systems

- or network of MONTapp B.V. or third parties is actually or under threat of being damaged or jeopardized, for example through excessive transmission of e-mail or other data, leaks of personal data or virus activity, MONTapp B.V. may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.
- 2.4 MONTapp B.V. is at all times entitled to file a criminal complaint for any offenses committed through or using the service.
- 2.5 MONTapp B.V. may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless MONTapp B.V. from all third-party claims arising out of your violation of these terms of use.

Article 3. Availability and maintenance

- 3.1 MONTapp B.V. uses its best efforts to have the service available at all times but makes no guarantees about uninterrupted availability.
- 3.2 MONTapp B.V. actively maintains MONTapp.com. In case maintenance is reasonably expected to negatively impact availability, MONTapp B.V. carry out such maintenance at times when use of the service is relatively low. Maintenance is announced in advance whenever possible. Emergency maintenance can take place at any time and without prior announcement.
- 3.3 MONTapp B.V. may from time to time adapt MONTapp.com. Your feedback and suggestions are welcome but ultimately MONTapp B.V. decides which adaptations to carry out (or not).

Article 4. Intellectual property

- 4.1 The service MONTapp.com, the accompanying software as well as all information and images on the website is the intellectual property of MONTapp B.V.. None of these items may be copied or used without prior written permission of MONTapp B.V., except and to the extent permitted by mandatory law.
- 4.2 Information you store or process using the service is and remains your property (or the property of your suppliers or licensors). MONTapp B.V. receives a limited license to use this information for the service.
- 4.3 You can terminate the license of the previous clause by removing the information in question and/or to terminate the agreement.
- 4.4 You may change or remove information you publish or store using the service at your own discretion.
- 4.5 If you send information to MONTapp B.V., for example a bug report or suggestion for

improvement, you grant MONTapp B.V. a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.

- 4.6 MONTapp B.V. shall refrain from accessing data you store or transfer using MONTapp, unless this is necessary for a good provision of the service or MONTapp B.V. is forced to do so by law or order of competent authority. In these cases MONTapp B.V. shall use its best efforts to limit access to the information as much as possible.

Article 5. Compensation for the service

- 5.1 The use of MONTapp is subject to a fee which is due every year. The fee must be paid in advance.
- 5.2 Payment is possible by making a wire transfer to the account of MONTapp B.V., by PayPal money transfer, or as explained further on the website.
- 5.3 Because the service is started directly at your express request, a payment cannot be refunded under the Distance Selling Act.

Article 6. Limitation of liability

- 6.1 Except in case of intentional misconduct or gross negligence the liability of MONTapp B.V. shall be limited to the amount paid by you in the three months prior to the moment the cause of the damage occurred.
- 6.2 MONTapp B.V. in no event is liable for indirect damages, consequential damages, lost profits, missed savings or damages through business interruption.
- 6.3 Damages may only be claimed if reported in writing to MONTapp B.V. at most two months after discovery.
- 6.4 In case of force majeure MONTapp B.V. is never required to compensate damages suffered by you. Force majeure includes among others disruptions or unavailability of the internet, telecommunication infrastructure, power interruptions, riots, traffic jams, strikes, company disruptions, interruptions in supply, fires and floods.

Article 7. Term and termination

- 7.1 This agreement enters into force as soon as you first use the service and then remains in force until terminated.
- 7.2 If you entered into this agreement as a consumer, you may terminate the agreement at any time with a notice period of one month, calculated from the moment of the

notice. Non-consumers can terminate the agreement with a notice period of two months.

- 7.3 MONTapp B.V. is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event MONTapp B.V. shall first send a reminder mail to the e-mail address connected to your account.

Article 8. Changes to terms

- 8.1 MONTapp B.V. may change or add to these terms and conditions as well as any prices at any time.
- 8.2 MONTapp B.V. shall announce through the service changes or additions at least thirty days before their taking effect.
- 8.3 If you do not want to accept a change or addition, you can terminate the agreement until the date the changes take effect. Use of MONTapp.com after the date of effect shall constitute your acceptance of the changed or added-to terms and conditions.

Article 9. Miscellaneous provisions

- 9.1 Dutch law applies to this agreement.
- 9.2 Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with MONTapp shall be brought before the competent Dutch court for the principal place of business of MONTapp B.V..
- 9.3 For any clause in these terms and conditions that demand that a statement must be done "in writing" to be legally valid, a statement by e-mail or communication through the MONTapp service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.
- 9.4 The version of any communication of information as recorded by MONTapp B.V. shall be deemed to be authentic, unless you supply proof to the contrary.
- 9.5 In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.
- 9.6 MONTapp B.V. is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of MONTapp or the associated business activities.