

## Babymanager General Terms and Conditions of Supply

### Clause 1 Definitions

In these conditions of use, the following terms are written with an Initial Capital.

**Provider:** the provider of the Babymanager App, being Kraamzorg 1 op 1 B.V. (trading as Babymanager), a private company with limited liability, having its registered office in Schoonhoven, and its place of business at Boomgaard 2, 2871 PW Schoonhoven, and registered in the trade register of the Chamber of Commerce under number 24342247.

**Babymanager App:** the software application of the Provider used for the performance of the Digital Maternity Care Support.

**Digital Maternity Care Support:** digital support for maternity care, consisting of providing digital information and education (information and instruction) remotely with regard to common questions regarding pregnancies.

**Client:** natural person who has registered with the Provider for one or more of the subscriptions and/or services referred to in Clause 5.

**'My Account':** Personal environment of the Client in the Babymanager App, which includes: 'My subscriptions'.

### Clause 2 Applicability

**2.1** The Provider operates the Babymanager App with which the Provider can offer the Digital Maternity Care Support to a Client.

**2.2** These conditions of use apply from the moment the Client uses the Babymanager App. The Client must accept the applicability of these conditions of use before the Client can use the Babymanager App.

**2.3** These conditions of use describe the rights and obligations of the Provider and the Client.

**2.4** These conditions of use are without prejudice to mandatory provisions of law.

### Clause 3 Amendments to conditions of use

The Provider is entitled to amend these conditions of use at any time. The Client must accept the amended conditions of use before the Client can use the Babymanager App.

### Clause 4 Registration

**4.1** The Client can register for subscriptions and/or online purchases from the Provider electronically via the Babymanager App.

**4.2** The Provider will send an electronic confirmation to the Client as soon as possible, but no later than two (2) working days after the Client's registration in the Babymanager App.

**4.3** After registration, the Client will receive an email with a strictly personal login code for access to the subscriber area of the Babymanager App. In such a case, the Provider grants the Client, under the terms and conditions set out in these conditions of use, a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to use the Babymanager App.

**4.4** Upon registration, the Client agrees to the payment obligation.

### Clause 5 Subscription and services

**5.1** The Client can choose from the following subscriptions:

**a.** Advice subscription

In addition, the Client may purchase the following services online:

**b.** Course or webinar (Live version)

**c.** Course or webinar (Playback version)

**d.** Video call with professional (payment per minute, with subsequent settlement based on minutes called)

#### **Course or Webinar (Live version):**

The course/Webinar can be viewed live by the Client (and their partner) and can be played back. If it has not been viewed live, it is possible to watch the broadcast up to a maximum of forty-eight (48) hours after going live. This may be a different/previously recorded version.

#### **Course/Webinar (Playback version):**

The course/Webinar can be viewed an unlimited number of times by the Client for up to forty-eight (48) hours after purchase.

**5.2** The Provider is entitled to change the content of a subscription or service at any time in terms of what is offered.

**5.3** The Provider will inform the Client one (1) month in advance of a change in one of the subscriptions and/or services. If a subscription or service is not continued, the Client has the right to cancel the subscription with a notice period of one (1) month.

**5.4** For a subscription or service, the current amounts will be charged, as indicated in more

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detail on ([Babymanager](#)) and indicated in the Babymanager App.

### Clause 6 Statutory provisions

The General Data Protection Regulation applies to the provision of services and the registration of data.

The Client can view their details under 'My Account'.

### Clause 7 Term and end of the subscription

**7.1** The Client can cancel a subscription and/or service at any time. The termination takes effect one (1) month after the Provider has received the notice of termination or at whatever later moment the Client wants the termination to take effect.

**7.2** The Provider can terminate a subscription and/or service with immediate effect if it has reasons to do so that are so compelling that it cannot reasonably be required to continue the subscription or service.

These reasons shall in any case be understood to include:

- a.** if the Client fails to comply with its obligations under these conditions of use;
- b.** if the Client displays conduct vis-à-vis employees of the Provider that no longer enable continuation of the subscription and/or service;
- c.** if the Provider no longer receives payment from the Client for the performance of the agreed subscriptions/services.
- d.** if, within the cooling-off period of fourteen (14) calendar days after registration, the Client has stated that they are backing out of the purchase and the Client has not yet received the subscription/service.

**7.3** Notice of termination must be effected electronically via the Babymanager App ('My Account').

### Clause 8 Complaints

The 'Babymanager complaints procedure' ([BabyManager Complaints Procedure March 2022](#)) is published on the Provider's website. According to this complaints procedure, the Client can submit a complaint to the Provider. The Babymanager complaints procedure describes in more detail how the Client can submit a complaint and how the complaints procedure is conducted.

### Clause 9 Quality of services

**9.1** The Provider shall ensure that the service is of good quality and will deploy expert staff to that end.

**9.2** The Provider will measure the quality of the services. Anonymised client information is used for this purpose. The data from the measurements are used for internal quality improvement and social accountability.

**9.3** In addition, Babymanager can contact the Client to measure client experience. The data from client experience measurements are used for objective client choice information, internal improvement and social accountability. We only provide Client data to third parties if necessary, and in anonymised form.

### Clause 10 Personal data, confidentiality and privacy

**10.1** The Provider retains personal data relating to the provision of services to the Client. These data include data relating to the subscription, service provision and other relevant data directly related to the service provision.

**10.2** The data are the property of the Provider.

**10.3** The Provider shall ensure that no information about the Client or access to the data is provided to parties other than the Client other than with the Client's consent.

**10.4** The Privacy Statement ([Privacy & Disclaimer \(babymanager.nl\)](#)) is published on the website. It describes in more detail how the Provider deals with the privacy of the Client and the access to or deletion of data via 'My Account'.

**10.5** The Provider shall act in accordance with the applicable laws and regulations in relation to the protection of personal data.

### Clause 11 No medical advice

**11.1** The Provider and its employees do not provide case-specific (care) advice via the Babymanager App, but only general digital information and education (information and instruction). The Provider's services do not qualify as a medical treatment agreement (within the meaning of Article 7:446 of the Dutch Civil Code).

**11.2** If a Client has a specific question relating to maternity care, the Provider or an employee of the Provider will advise that the Client contact a competent healthcare professional with such a question.

### Clause 12 Liability

**12.1** The Client is obliged to give the Provider the opportunity to remedy a failure by the

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Provider within a reasonable period of time.

**12.2** The Provider, its employees and third parties engaged by it are not liable for damage if this is the direct or indirect result of:

- a. the permanent or temporary unavailability of the Babymanager App or any part thereof;
- b. information and education (information and instruction) supplied by the Provider based on incorrect and/or incomplete data provided by or on behalf of the Client;
- c. incorrect performance or action by the Client, whether or not based on the information and education provided by the Provider;
- d. communication problems with users who are speakers of other languages;
- e. the functioning of telecommunications connections.

**12.3** The Client indemnifies the Provider against third-party claims in respect of damage resulting from the provision or non-provision of information and education via or through the use of the Babymanager App.

**12.4** The Provider is insured against liability. In all cases in which this insurance does not provide cover, the Provider's liability for errors and omissions (a series of errors or omissions with the same cause is considered to be one error or omission) will never exceed an amount of €1,000. The total cumulative liability of the Provider for the total of errors and omissions in a relationship with the Client will never exceed € 5,000. Error or errors is understood to mean an attributable failure or failures or an attributable unlawful act.

### Clause 13 Payment

**13.1** The costs of a subscription or service will be charged by the Provider to the Client. Payment by the Client is made by means of online payment. Payment must be made within fourteen (14) days.

**13.2** The Provider is entitled to change the prices of the subscriptions and/or services. Any adjustment of the prices will be notified to the Client in writing to the extent that these are charged to the Client. If the prices are adjusted, the Client may cancel the subscription and/or service with due observance of the notice period of one (1) month. If the rate increase takes effect within a period shorter than one (1) month, the Client may terminate the subscription and/or cancellation with effect from the date on which the increase in the rate takes effect.

**13.3** After expiry of the payment term, the Client will be given the opportunity to still pay within fourteen (14) days after receipt of the reminder.

**13.5** If payment has still not been made after the expiry of the second payment term, the Provider is entitled to charge statutory interest and extrajudicial collection costs as from the expiry of the first payment term. After expiry of the second payment term, the Provider is entitled to block access to the Babymanager App ('My Account') for the Client concerned.

### Clause 14 Intellectual property rights

**14.1** All intellectual property rights to the content of the Babymanager App (such as all texts, images, videos, layout, software and other information and publications) belong to the Provider or to its licensors.

**14.2** These Conditions of Use do not include the transfer of any intellectual property right to the Client. The use that the Client may make of the Babymanager App is limited to what is stated in these conditions of use.

### Clause 15 Applicable law

These conditions of use are governed exclusively by the laws of the Netherlands.