

Terms of Service

These Terms were last updated on 09-Mar-2019, and are effective as of 09-Mar-2019.

By using the "kids.cloud" web application ("The Service", "Our Site", "the system"), or any services of YPZEELON S.à.r.l. ("We", "Us", "The Company"), you are agreeing to be bound by the following terms and conditions ("Terms of Service").

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES AND ALL USERS WHO ACCESS OUR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY, ITS AFFILIATES AND USERS ASSOCIATED WITH IT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

If We make material changes to these Terms, We will notify you by posting a notice on Our Site before the changes are effective. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of The Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at: <https://kids.cloud/data-protection/>.

Violation of any of the terms below will result in the termination of your Account. While We prohibit such conduct and Content on The Service, you understand and agree that We cannot be responsible for the Content posted on The Service and you nonetheless may be exposed to such materials. You agree to use The Service at your own risk.

Terminology / Glossary

Account

An account created by a facility, representing one or more entities.

User-account

A user-account, which can be used to log into the system, can be created for two different Roles. Manager, staff (educators, teachers, trainers) and parents.

Manager

The manager of a facility has full access to all functions of the system. There can be one or more managers.

Staff

Staff members are people who are authorized to access certain data of children. The link between the staff member and the children is created by the manager and is established through the membership of child-groups. Staff members must be member of at least one group to access children data.

Parent

A parent is a person considered the legal representative of a child. The link between the parent and the child is established by the manager.

1. Access to the services

The public website kids.cloud is free to use and can be used by anyone.

Accounts to the web application kids.cloud can only be created by nurseries for babies and children, daycare-centers, schools, clubs or other facilities for children.

The account may only be created by a manager or authorized representative, or someone acting on behalf of the manager or authorized representative of such a facility.

User-accounts for educators, teachers, trainers and other authorized staff members can be created by the facility. User-accounts for parents, family members and/or legal representatives of children can be enabled by the facility after their child is enrolled.

A valid email address is required for user-accounts.

The responsibility of linking children to staff, parents and/or legal representatives lies with a manager.

2. Account Terms

1. You must be 18 years or older to use this Service.
2. You must be a human. Accounts registered by "bots" or other automated methods are not permitted.
3. Access for parents and legal representatives are created by the facility where their child is enrolled.
4. You must provide a valid email address, and any other information requested in order to complete the signup process.
5. You are responsible for maintaining the security of your user-account and password. We cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
6. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have user-accounts under your account).
7. Information on specific details of account can be only viewed if the user is authorised to view these data (staff, parents, administrators).

8. You may not use The Service for any illegal or unauthorized purpose. You must not, in the use of The Service, violate any laws in your jurisdiction (including but not limited to copyright or trademark laws).

3. Users Duties

1. Provide their real data when required so by the system.
2. Do not create any account for third parties without a specific authorisation.
3. Do not re-create any new account, if original has been suspended.
4. Do not use our services for solicitation or prostitution.
5. Do not hand over their user-account to third parties.
6. Post, point or spread only real information or content.
7. Do not affirm, formulate expressions or disclose any content violating third parties rights or which may be defamatory, insulting, porn, obscene, offensive, violent or promoting violence, political racists or xenophobic, terrorism-fostering, including swearing, inappropriate language that may annoy, harass, embarrass, scare or disturb other users and, generally, any content in opposition to services object, laws, and existing rules, personal right or ethics. Pictures, videos and all information and data provided by users in particular shall be decent and exclusively referring to the user. If they are related to a third party, they will imply an explicit authorisation and they will remain under user's responsibility.
8. No references should be made to personal information or sensitive data provided by a user to YPZEELON S.à r.l. (e-mail address, shipping address, phone, etc.) this implying that every user won't be able to get in touch with another one outside of kids.cloud services.
9. Do not publish, reveal or spread in any form any information or content including connections to third party's website with an illegal nature, against ethics and/or not complying with the services' object.
10. Make use of one's own password and/or username exclusively for services authentication purposes. In this regard, users must not communicate, spread, share or make accessible in any way their username/password to third parties.
11. Respect the rights and copyright of third parties when using The Service.

4. Plans, Payment, Refunds, Upgrading and Downgrading Terms

4.1 Levels of plans

Two plan levels are available: a free plan "Starter" and a paid plan "Advanced".

The free plan can be used without a limit in time, but only within the given limitations regarding numbers of sites, groups, staff, parents and children. More information available in Comparison table on our website at <https://kids.cloud/pricing>,

Changing plans from higher to lower storage can result in losing all or a part of uploaded files. Changing plans from lower to higher storage will not result in any loss regarding uploaded files.

Changing plans from higher to lower is only possible if the number of sites, groups, staff, parents and children is less or equal to the limitations of the lower plan.

The free plan may have advertisements being displayed to users.

4.2 Fees and Payments

The free "Starter" plan can be used without a time limit with the constraints given by the plan details.

If an account manager wants to upgrade to the paid plan, the can do so by requesting the upgrade in the manager portal. The plan upgrade will be effective once the due amount has been paid. Payments can be done either by a credit card through an external payment provider, or based on an invoice sent by email or downloaded from the manager portal.

You agree to pay all fees specified in "Order" section of kids.cloud portal.

Fees set in each order hereunder be:

- a) fixed during the Subscription term;
- b) quoted and payable in EUR on a yearly or monthly basis
- c) based upon the number of Subscription Users seats purchased, even if actual usage is lower
- d) non-cancelable and non-refundable.

In order to treat everyone equally, no exceptions will be made.

Special promotions or discounts will be announced on the website.

You agree to provide Us with a complete and accurate billing and contact information and to notify The Company of any changes of such information.

4. 2. Changes in number of children during the payment period

Additional subscription users seats may be added during any given month at the then-current Subscription User fee. You understand and agree that you will be charged a pro-rata fee for the initial month in which Subscription Users will be added and for each of the monthly periods remaining in the then-current Subscription Term. The Subscription Term for the additional Subscription User subscription will terminate on the same date as the pre-existing Subscriptions. You also understand and agree that the number of Subscription User seats purchased under a specific Order cannot be decreased during the relevant Subscription Term set forth on such Order.

4.3. Renewal

All fees required for renewal of a Subscription Term will be reflected in a quotation issued by Us in advance of the expiration of the current Subscription Term and any pricing or changes in the number of Subscription users for such renewal Subscription Term will be reflected in the Renewal Quote.

4.4. Taxes

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

5. Term and Termination

Unless otherwise provided in an "Order" section of kids.cloud these Terms of Service commences on the Effective Date and continues for a period of one (1) year thereafter (the "Initial Term"). Upon expiration of the Initial Term, these Terms will automatically renew for the additional one (1) year periods, unless one party provides other party with written notice of non-renewal a sixty (60) days prior the expiration of then-current term, so that We can be sure you have any data you need prior to deletion. All of your Content

will be immediately deleted from The Service upon cancellation, and any of your data that you request will be transferred to you electronically.

It is possible to ask for account deletion at any time by using the following e-mail address: info@kids.cloud.

This information can not be recovered once your account is cancelled. Such termination of The Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. We reserve the right to refuse service to anyone for any reason at any time.

Free Starter account might be cancelled by the Company, in case lack of activity in the Account for a period more the 6 month. The Company will send a warning notification before proceeding with deletion of the account.

6. Suspension and Exclusion

We have the right, subject to advanced warning, to suspend your account for a given or ungiven time, and stop our services provision if:

- a) Users violate rules mentioned in these Terms of Service or in furtherly recalled documents;
- b) false or misleading information is given to Us or to other users;
- c) User's actions could entail economically relevant damages or legal responsibilities to Us or other users;
- d) Offensive statements.

If your services are suspended for a given or ungiven time, you will not be allowed to enroll again.

7. Modifications to The Service and Prices

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, The Service (or any part thereof) with or without notice. Amendments will not be retroactive and are to be implemented after at least 14 days after they are published. However, possible amendments to new service functions or legal amendments may come into effect immediately. If users do not accept the amended terms, they should stop using our services. If current terms and additional terms are found to be contradictory, the additional terms will prevail. The Terms of Service establish relationship with kids.cloud and users, and they are not meant any right to third beneficiary party.

Prices of all Services are subject to change upon 30 days notice from The Company. Such notice may be provided at any time by posting the changes to the Site or The Service itself.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of The Service.

8. Copyright and Content Ownership

We do not pre-screen Content, but We and our designees have the right (but not the obligation) in our sole discretion to refuse or remove any Content that is available via The Service.

You shall defend The Company against any claim, demand, suit or proceeding made or brought against The Company by a third-party alleging that Your Content, or Your use of The Service in violation of these Terms, infringe or misappropriate the intellectual property rights of a third-party or violates applicable law, and shall indemnify The Company for any damages finally awarded against, and for reasonable attorney's fees incurred by The Company in connection with any such claim, demand, suit or proceeding; provided, that We (a) promptly give You written notice of the claim, demand, suit or proceeding; (b) give You sole control of the defense and settlement of the claim, demand, suit or proceeding (provided that You may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases The Company of all liability); and (c) provides to You all reasonable assistance, at Your expense.

The look and feel of The Service is copyright of The Company. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from The Company.

9. Data storage

Any data users enter or upload in the application is stored on servers in the European Union.

10. Applicable law

By using our Service You agree that the Luxembourgish law will govern these Terms of Service and dispute of any sort that might arise between You and the Company.

11. General Conditions

Your use of The Service is at your sole risk. The service is provided on an "as is" and "as available" basis.

Support for our services is only available in English, via email.

You understand that We use third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run The Service.

You must not modify, adapt or hack The Service or modify another website so as to falsely imply that it is associated with The Service, or any Service/Website provided by The Company.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of The Service, use of The Service, or access to The Service without the express written permission from The Company.

We may, but have no obligation to, remove Content and Accounts containing Content that We determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

Verbal, physical, written or other abuse (including threats of abuse or retribution) of any customer, employee, member, or officer will result in immediate account termination.

You understand that the technical processing and transmission of The Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.

You must not transmit any worms or viruses or any code of a destructive nature.

We do not warrant that (i) The Service will meet your specific requirements, (ii) The Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of The Service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through The Service will meet your expectations, and (v) any errors in The Service will be corrected.

We do not guarantee that data (including photos) will be stored for any specific period of time. Photos may be deleted at our discretion if We so require.

You expressly understand and agree that We shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if We have been advised of the possibility of such damages), resulting from: (i) the use or the inability to use The Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from The Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third-party on The Service; (v) or any other matter relating to The Service.

Further, We make no representations or warranties as to the online availability of its website and database. We will not be responsible in any way for the availability of the website services and information.

We will not moderate any information posted by any User on the Website except for circumstances where information is drawn to the attention of The Company as in appropriate by a User.

You release Us, its successors and assigns, as well as its officers and agents, from all actions, suits, claims, demands and causes of action whatsoever at law, in equity and under statute which they may have, or but for these Terms of Services would or might at any time hereafter have or have had against The Company in respect of, arising out of or resulting from the actions of The Company or the release of the Your personal information on the Website.

You agree that the We shall not be liable to You or to any other person, for incidental or consequential losses, damages, or expenses, directly or indirectly arising from any action or omission by either a Parent, an Agency or The Company.

You acknowledge that under no circumstances shall We be liable for the your fees.

API Terms

Should We choose to provide an API (Application Program Interface), customers may access some of their data from The Service via an API. Any use of the API, including use of the API through a third-party product that accesses The Service, is bound by these Terms of Service plus the following specific terms:

1. You expressly understand and agree that We shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if We have been advised of the possibility of such damages), resulting from your use of the API or third-party products that access data via the API.
2. Abuse or excessively frequent requests to The Service via the API may result in the temporary or permanent suspension of your account's access to the API. The company, in its sole discretion, will determine abuse or excessive usage of the API. The company will make a reasonable attempt via email to warn the account owner prior to suspension.
3. We reserve the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

Privacy Policy

1. Introduction

YPZEELON S.à r.l (“We”; “Us”; “Our”) is committed to protecting and respecting the data you share with us. This privacy policy explains how kids.cloud processes information that can be used to directly or indirectly identify an individual (henceforth denoted “Personal data”) collected through the use of its website.

For the purposes of this policy, kids.cloud defines the term “Respondent” as any individual who responds to Our demonstration-form that is powered by kids.cloud or any individual who is included as a contact within a User’s account and the term “Visitor” as an individual that visits Our front-end website (for example www.kids.cloud).

Please read this Privacy Policy carefully to understand Our views and practices regarding your personal data and how We will treat it on Our website.

YPZEELON S.à r.l (No. 10092069/2) has its registered address at 135, val Sainte Croix, L-1371, Luxembourg.

2.2 Website Visitors

If you are a visitor to Our website only, and not a Respondent to Our demonstration form, then this section is relevant to you.

By visiting Our website, you consent to the collection and use of your personal data as described herein. If you do not agree with the terms set out herein, please do not visit Our website. If required by the data protection law, We will seek your explicit consent to process personal data collected on this website or volunteered by you. Kindly note that any consent will be entirely voluntary. However, if you do not grant the requested consent to the processing of your personal data, the use of this website may not be possible.

kids.cloud may collect, record and analyse information of visitors to its website. We may use cookies. Furthermore, kids.cloud may gather data about visits to the website, including but not limited to the number of visitors and visits, the length of time spent on the site, pages clicked on or where the Visitors have come from.

2.2.1 Purpose of Processing Personal Data

kids.cloud uses the collected data to communicate with Visitors, to customize content for Visitors and to improve Our website by analysing how Visitors navigate Our website.

2.2.2 Sharing Personal Data

kids.cloud may share certain underlying information with service vendors or contractors in order to provide a requested service or transaction or in order to analyse the visitor behaviour on its website.

2.2.3 Cookies

Cookies are text files containing small amounts of information which are downloaded to the browser that you use when you visit a site. Cookies cannot be used to run programs or deliver viruses to your computer. By continuing to visit the website, you agree to the placement of cookies on your device.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of Our Website, including areas offering special offers.

Unless you have adjusted your browser setting so that it will refuse cookies, Our system will issue cookies when you enter Our website. We may also place cookies from third parties in order to enhance the experience on Our website and for kids.cloud's own

marketing purposes. The use of cookies is widespread and benefits the Visitor.

2.3 Respondents (Users of Our Demonstration Booking Form)

Respondents should be aware that by responding to Our form, they could be disclosing information that can make them personally identifiable to kids.cloud employees. Respondents should be aware that they alone are responsible for the content of their responses. kids.cloud will not process Personal Data of Respondents for other purposes or by other means than instructed by its users.

3. Your Rights

kids.cloud acknowledges that EU individuals have the right to access the personal information that We keep on them. An individual who seeks access or who seeks to correct, amend, or delete inaccurate data, should direct the query to info@kids.cloud requested to remove data, We will respond within a reasonable timeframe.

Please note that if your request concerns information in Our app please contact your provider.

4. Retention and Deletion

kids.cloud will not retain data longer than necessary to fulfil the purposes for which it was collected or as required by applicable laws or regulations. For a Respondent's data, kids.cloud's employees have control of the purpose of collecting that data, and the duration which the Personal Data may be kept.

When We have no ongoing legitimate business need to process your personal information, We will either delete or anonymize it, or, if this is not possible, then We will securely store your personal information and isolate it from any further processing until deletion is possible.

5. Acceptance of Conditions

kids.cloud assumes that all Visitors and Respondents have carefully read this document and agree to its contents. If someone does not agree with this privacy policy, they should refrain from using Our website. We reserve the right to change Our privacy policy as necessity dictates. Continued use of the kids.cloud website after having been informed of any such changes to these conditions implies acceptance of the revised privacy policy.

6. kids.cloud's Data Protection Officer

kids.cloud has a "Data Protection Officer", who is responsible for matters relating to privacy and data protection. This Data Protection Officer can be reached at the following address:

Ypzeelon S.à.r.l

Attn. Data Protection Officer

info@kids.cloud

7. Questions

If you have further questions regarding the data kids.cloud is collecting, or how we use it, then please feel free to contact us by email at infot@kids.cloud.

kids.cloud is committed to respecting your privacy as a visitor of this site.

Collection of Information

This site automatically recognizes visitors' domain names and IP addresses (the number assigned to computers on the Internet). No personal information about you is revealed in this process. The Site may also gather "traffic data"

that may be helpful for marketing purposes or for improving the site in general. The Site uses Google Analytics (and other third-party tools) to analyze how people use the Site. Information about your visit is collected and transmitted to 3rd parties, where it is then analyzed and compiled into statistical reports. This information is collected to allow content, the service and its marketing to be optimized to better meet the needs of customers and the Site.

Cookies

From time to time, we may use the standard "cookies" feature of major browser applications that allows us to store a small piece of data on your computer about your visit to our Web site. Cookies help us learn which areas of our site are useful and which areas need improvement. You can choose whether to accept cookies by changing the settings on your browser. However, if you choose to disable this function, your experience at our Web site may be diminished and some features may not work as they were intended.

Use of Collected Information

We will not share personally identifiable information with any third parties without your consent, except as described above ("Collection of Information"), or as necessary to provide you with the services offered by us or to comply with the law. We may use your information as a greater collection of data related to the site in traffic discussions in articles posted on the blog. No individual users visit, whether you or another visitor, are discussed.

We use anonymous information to analyze our Site traffic. In addition, we may use anonymous IP addresses to help diagnose problems with our server, to administer our site, or to display the content according to your preferences. Traffic and transaction information may also be shared with business partners and advertisers on an aggregate and anonymous basis.

In order to comply, here's what the agreement needs to include:

- The data processing's purpose, nature, and duration.
- What kind of data is being processed.
- The responsibilities, requirements, and rights of the customer.

And what the agreement must explain:

- How the SaaS supplier will assist the customer in complying with its own requirements as a data controller.
- That personal data must only be processed in accordance with recorded instructions from the customer.
- Their obligation as the data processor, SaaS suppliers must advise their customer if they believe an instruction of giving personal data to them goes against the GDPR or any other data regulation law.

By using kids.cloud you confirm that you accept the terms and conditions in this page.

kids.cloud is run by YPZEELON s.à r.l., LBR N° 123456, VAT-ID LU123456.

With "you" we mean a user of this website, or someone acting on behalf of you. With "we" we mean YPZEELON s.à r.l. With "service" we mean the platform kids.cloud, which includes the public website kids.cloud and the webapp kids.cloud.

Access to the services

The public website kids.cloud is free to use and can be used by anyone.

Accounts to the service can only be created by nurseries for babies and children, daycare-centers for children, schools for children, sport clubs for children, hereafter the "facility".

The account may only be created by a manager or authorized representative, or someone acting on behalf of the manager or authorized representative of a facility.

Access for parent and legal representatives are created by the facility where their child is enrolled.

Usage of the service

Expected usage

Misusage

Subscription

Units of measurement:

1 kilobyte = 1000 bytes

1 megabyte = 1000 kilobytes

1 gigabyte = 1000 megabytes

Payment

When opting for a paid plan, we will send you a yearly invoice.

Levels of plans

Changing plans from higher to lower storage can/will result in losing all uploaded files. Changing plans from lower to higher storage will not result in any change regarding uploaded files.

Cancellation / Opt-out

Cancellation of the current plan can be done by a user with administrative rights, by selecting "Account -> Plan", and clicking on "Cancel subscription". There will be no refund for already paid money.

Privacy policy

The privacy policy can be consulted on this page: <https://kids.cloud/data-protection/>

Data storage

Any data users enter or upload in the application is stored on servers in the European Union.

Terms of Service