

Näpp Terms and Conditions

General

These Terms and Conditions constitute a legally binding agreement made between you, whether personally, concerning your access to and use of Näpp website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto.

You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Site and service.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms and Conditions, and you waive any right to receive specific notice of each such change.

It is your responsibility to periodically review these Terms and Conditions to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted.

Age

The service provided by Näpp is intended for users who are at least 18 years of age. All users who are minors in the jurisdiction in which they reside must have the permission of, and be directly supervised by, their parent or guardian to use the service and/or register. If you are a minor, you must have your parent or guardian read and agree to these Terms and Conditions prior to you using the service and/or registering.

Intellectual Property Rights

Unless otherwise indicated, the content on the Näpp website and any other channel maintained by the company is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics (collectively, the "Content") and the trademarks, service marks, and logos contained therein are owned or controlled by us and licensed to us, and are protected by copyright and trademark laws. No part of the content created and owned by Näpp can be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. For user-generated content or B2B purposes, we have created a branding guide that can be freely used to generate content on our behalf, and can be obtained through direct contact and sign-off with the brand manager.

User Representations

By using the Näpp service, you represent and warrant that:

- (1) All registration information you submit will be true, accurate, current, and complete;
- (2) You will maintain the accuracy of such information and promptly update such registration information as necessary;
- (3) You have the legal capacity and you agree to comply with these Terms and Conditions;
- (4) Not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use/register to Näpp;
- (5) You will not access any Näpp service through automated or non-human means, whether through a bot, script, or otherwise;
- (6) You will not use Näpp for any illegal or unauthorized purpose. Näpp cannot be held responsible for any illegal activity such as abuse, that takes place during the babysitting process - however we do our best to ensure the members of our community exist in a safe environment.
- (7) Your use of the Näpp will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of Näpp (or any portion thereof).

User Registration

You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

Babysitters - In order to obtain Näppsitter status, it is necessary to register as a babysitter on our platform. You agree to maintain the information on your profile, and respond to messages from parents as soon as possible for you. Registration is free of charge, and you must verify your account by making a one-time 1 cent transaction to Näpp for safety purposes. You are expected to not release any unsolicited sensitive information about yourself onto our platform, as it is a public profile you are creating.

Parents - In order to access detailed Näppsitter information, as well as contact them, it is necessary to create a parent profile on our platform. Registration currently costs 10 euros per month, and can be cancelled at any point by you.



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Prohibited Activities

As a user of Näpp you agree not to:

- (1)** Systematically retrieve data or other content from any of our channels, create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- (2)** Make any unauthorized use of any of our channels, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- (3)** Make improper use of our support services or submit false reports of abuse or misconduct.
- (4)** Engage in any automated use of the system, such as using scripts to send messages, or using any data mining, robots, or similar data gathering and extraction tools.
- (5)** Attempt to impersonate another user or person or use the username of another user.
- (6)** Use any information obtained from Näpp in order to harass, abuse, or harm another person.

User Generated Contributions

Näpp may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on any channel, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of these channels, and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- (1)** The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party
- (2)** You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, Näpp, and other users of Näpp to use your Contributions in any manner contemplated by Näpp and these Terms and Conditions.
- (3)** The leading members of Näpp and you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by Näpp and these Terms and Conditions.
- (4)** Your Contributions are not false, inaccurate, or misleading.

(5) Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).

(6) Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

(7) Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.

(8) Your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;

(9) Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

Any use of the Site in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use our service or access to our channels.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any of our channels.

We have the right, in our sole and absolute discretion, **(1)** to edit, redact, or otherwise change any Contributions; **(2)** to re-categorize any Contributions to place them in more appropriate locations on the Site; and **(3)** to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

Guidelines for Reviews

Our platform has a reviewing feature, in which parents can review the Näppsitters, and in the future the opposite way around as well. When posting a review, you must comply with the following criteria:

- (1)** You should have firsthand experience with the person/entity being reviewed;
- (2)** Your reviews should be honest and not contain offensive profanity, or abusive, racist, offensive, or hate language;
- (3)** Your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

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We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding Näpp ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

Third Party Websites and Content

The Näpp website and other channels may contain links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through our channels or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content.

You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.



Platform Management

We reserve the right, but not the obligation, to:

- (1) Monitor the platform for violations of these Terms and Conditions;
- (2) Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
- (3) In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) In our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- (5) Otherwise manage the platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the platform.

Privacy Policy

We care about data privacy and security. By using the service, you agree to be bound by our Privacy Policy, which is incorporated into these Terms and Conditions. We do not share any data that we have on our users with any other party, and we do not use it for purposes that are exploitative of the users.

Account Terminations and Legal Action

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Website/Channel Modifications

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

Contact Us

If anything is unclear or you wish to give us feedback, please contact us through:

Phone: +31 (0) 6 2331 7667

Or our contact forum: <https://napp.community/contact-napp/>