



STATE OF  
**YOUTH**  
kids

## TERMS AND CONDITIONS

These terms and conditions ("Agreement") form the agreement between KidsRights ("KidsRights") on the one hand and the user ("User") and the parent/guardian ("You") on the other hand regarding the registration for and use of the State of Youth Kids platform, thereby including its website and any of its products or services (collectively, the "Platform").

### **Accounts and membership**

The User must be at least 6 years of age to use the Platform. In order for a User to be able to make use of the Platform, You need to activate the account for the User and consent to the sign-up and registration. You are responsible for maintaining the security of the User's account and fully responsible for all activities that occur under the account and any other actions taken in connection with it. KidsRights may, but has no obligation to, monitor and review new accounts before You sign in and make use of our Platform. Providing false contact information of any kind may result in the termination of the account. You must immediately notify us of any unauthorized uses of the account or in case of any other breaches of security. KidsRights shall not be liable for any acts or omissions by You, including any damages or losses of any kind incurred as a result of any such acts or omissions.

### **Backups**

KidsRights is not responsible for content residing on the Platform. In no event shall KidsRights be held liable for any loss of any content. It is your sole responsibility to maintain appropriate backup of your content. Notwithstanding the foregoing, on some occasions and in certain circumstances, with absolutely no obligation, KidsRights may be able to restore some or all of the data or content that has been deleted as of a certain date and time when KidsRights may have backed up data for its own purposes. KidsRights makes no guarantee that the data you need will be available.

### **Links to other websites**

Although the Platform may link to other websites, KidsRights is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked website, unless specifically stated herein. KidsRights is not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their websites. KidsRights does not assume any responsibility or liability for the actions, products, services, and content of other third parties. You should carefully review the legal statements and other conditions of use of any website which you or the User access through a link from the Platform. Any subsequent linking to any other third parties websites is at your own risk.



## **Prohibited uses**

In addition to other terms as set forth in the Agreement, You are prohibited from using the Platform or uploaded content thereon: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate KidsRights' intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Platform or part thereof in any way whatsoever; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Platform or part thereof. We reserve the right to immediately terminate the further use of the Platform for violating any of the prohibited uses.

## **Intellectual property rights**

This Agreement does not transfer to You any intellectual property owned by KidsRights or its licensors, and all rights, titles, and interests in and to such intellectual property will remain (as between the parties) solely with KidsRights. All trademarks, service marks, graphics and logos used in connection with the Platform, are trademarks or registered trademarks of KidsRights or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Platform may be the trademarks of other third parties. The use of the Platform grants You no right or license to reproduce or otherwise use any KidsRights or third-party intellectual property rights.

## **Disclaimer of warranty**

You agree that the use of the Platform is solely at your own risk. You acknowledge and accept that the Platform is provided on an "as is" and "as available" basis. KidsRights expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement of the Platform. KidsRights makes no warranty that the Platform shall meet all of your requirements, or that the Platform shall at all times function uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Platform or as to the accuracy or reliability of any information obtained through the Platform or that defects in the Platform will be corrected at all times. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Platform is done at your own discretion and risk and that You will be solely responsible for any damage to a computer system or loss of data that results from the download of such material and/or data. KidsRights makes no warranty regarding any goods or services purchased or obtained through the Platform or any transactions entered into through the Platform. No advice or information, whether oral or written, obtained by You from KidsRights or through the Platform shall create any warranty not expressly made herein.

## **Limitation of liability**

To the fullest extent permitted by applicable law, in no event will KidsRights, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, (mis)use of content, loss of anticipated savings, loss of data or content) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if KidsRights has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of KidsRights and its affiliates, officers, employees, agents, suppliers and licensors, relating to the Platform will be limited to an amount of EUR 250 (in words: two hundred and fifty euros). The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or failures of its essential purpose.



## **Privacy**

The personal data that You or the User provides or has provided during the sign-up process and the personal data that You or the User provides through the use of the Platform will be processed in a secure manner in accordance with the Privacy Statement, and the applicable laws and regulations in connection therewith.

## **Indemnification**

You agree to indemnify and hold KidsRights and its affiliates, directors, officers, employees, and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your or the User's use of the Platform, any uploaded content or data, or any other misconduct on your part.

## **Severability**

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions or portions shall remain in full force and effect. The illegal, invalid or unenforceable provision or portion of any provision of this Agreement shall be replaced by KidsRights by a legal, valid or enforceable provision that represents the original intent of the invalid or unenforceable provision the most.

## **Dispute resolution**

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the laws of Netherlands. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the competent courts located in the district of Amsterdam, the Netherlands, unless statutory law prescribes another competent court.

## **Changes and amendments**

KidsRights reserves the right to unilaterally modify this Agreement or its policies relating to the Platform at any time. Any material changes or modifications regarding the Agreement and their effective date will be communicated to You via email. If You do not want to accept the changes or modifications, You may contact us within the specified timeframe with your objections. The continued use of the Platform after any change or modification shall constitute Your consent to such changes or modifications.

## **Acceptance**

You acknowledge that You have read this Agreement and agree to all its terms and conditions. By activating the User account and making use of the Platform You agree to be bound by this Agreement. If You do not agree to abide by the terms of this Agreement, You and the User are not authorized to use or access the Platform.

## **Contacting us**

If You would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, please send an email to [info@stateofyouthkids.org](mailto:info@stateofyouthkids.org).

*This document was last updated on June 1st, 2023*