

30th of August 2020

Robin Assistant Terms and conditions of use

Robin Assistant takes your user experience very seriously! Our mission is to assist you in the important task of providing care to people with special needs. With this in mind we have designed and created Robin Assistant in such a way that its functioning and your use there of is seamlessly matching your expectations, respecting your privacy and the privacy of the people you are providing care to and ensuring the safe, comfortable and ergonomic use of it.

The main focus of Robin Assistant is to provide you efficient and simple-to-use tools to ensure smooth and functional assistance to the persons under care. In order to do so safely and properly for everyone involved, we adhere to the highest standard of user experience, both functionally and legally. This means that Robin Assistant is used only for the purpose it has been created for - assisting you in providing care. And we ask you to do the same. This way you will be able to create and maintain your user account and we will be able to ensure you can keep using the service to provide care to those who need it most.

Robin Assistant does NOT make use of any kind of (online) advertisement on its platform and is NOT selling your information to any parties.

We take great pride in keeping Robin Assistant safe to all its users. We are here to assist you, nothing else :)

Please read the following to learn more about the terms and conditions of use of our website located at www.Robinassists.me ("Website") and its Robin Assistant online dashboard for registered users ("Dashboard"), the Robin Assistant mobile application ("App"), and other products and services provided by Robin Assistant (all of the foregoing, collectively, the "Service").

The terms and conditions set forth below and any additional terms and conditions provided by Service, including but not limited to Robin's [Privacy policy](#) (collectively, the "Terms"), govern the use of the service provided to you by Robin Assistant, or otherwise the relationship between you and Robin Assistant in connection with the Service.

By visiting this Website or using the Service, you ("User") are accepting the terms and conditions described in this document, as such Terms may be amended from time to time. Each time you visit this Website or use the Service, you agree and expressly consent to use the Service according the Terms, as described in

this document, for the purposes of optimal functioning of the Service. Please see below paragraphs for specific information on what exactly this means.

The Service is based in the Kingdom of the Netherlands. If you are a user accessing the Website or the Service from America, Asia, Africa or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from the laws of the Kingdom of the Netherlands, please be advised that through your continued use of the Website and Service, which are governed by the law of the Kingdom of the Netherlands ("Dutch law"), these Terms, and our end user license agreement, you may be transmitting your personal information to countries (including the Netherlands) where laws regarding processing personal information may be different to the processing of personal information in your country and you hereby consent to such use and transmission of personal information.

1. Agreement to Terms and Conditions

All users of Robin Assistant ("Users") shall use the Service in accordance with the terms stated in these Terms. Users may not use the Service unless they agree to the Terms. Such agreement is valid and irrevocable.

You agree to be bound by the Terms when you:

- click to accept the Terms during the registration process, or otherwise agree to the Terms
- access the website www.Robinassists.me or any other part of the Service
- download and install the Robin Assistant mobile application to any supported digital device, including, but not limited to mobile phones and tablets. In addition, by downloading the App from Apple Store or Google Play you agree to the applicable and binding terms of the license of Apple and Google
- otherwise use the Service, as further described below or on the other parts of the Service, including, but not limited to the Website, Dashboard and App.

Minors may use the Service only with consent from their parents or legal guardian. Furthermore, if Users use the Service on behalf of, or for the purposes of an organisation, including, but not limited to business enterprises, non-profit institutions, national and international societies and other (health) care organisations, then that business organisation shall also be deemed to have agreed to the Terms. Such agreement is valid and irrevocable.

By actually using the Service, Users are deemed to have agreed to the Terms. Such agreement is valid and irrevocable.

2. User license

We are proud of the fact that we have developed Robin Assistant by working close together with the family members of persons under care, (health) care

professionals, scientists, specialists, institutions and international organisations in order to create the best possible tools for providing necessary care to people with special needs. Our own team has built the Service, continues to maintain, develop and improve the Service and will provide you with support while you are using the Service. In order to run and operate a worldwide digital service in a safe manner for all its Users, by agreeing to the Terms, we grant you a limited, non-transferable, non-sublicensable, non-reproducible, non-exclusive, revocable license to use the Robin Assistant Service, provided or made available to you by Robin Assistant. You may view the information on the Website, create an account and use Dashboard, download a copy of the App onto a digital device which you control and to view, use and display the Robin Assistant App on the digital devices for your personal and professional purposes only, in order to provide care to the people with special needs. We reserve all other rights.

As the Website and the Dashboard are being provided to you directly from our servers, and Robin Assistant is based in the Kingdom of the Netherlands, next to abiding to our Terms you are also accepting the applicable Dutch law.

As the App is being distributed to Users through the distribution channels belonging to Apple and Google enterprises, not limiting the aforesaid, in relation to your use of Robin Assistant App, we license the use of the App to you on the basis of these Terms, applicable Dutch law and subject you to any rules or policies applied by Apple Inc. and/or Google Inc., or any other entity within the Apple or Google group involved in distributing the App on our behalf. We do not sell the Robin Assistant App to you nor to Apple nor Google. We remain the owners of the Robin Assistant App at all times.

Users may not copy, reproduce, modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of all nor any parts of the Robin Assistant Service. You must not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to the Service.

3. Disclaimer

The content and materials within the Service are provided "as is". Robin Assistant strives to keep all information accurate, valid and up-to-date, but makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties and liability, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, Robin Assistant does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials within its Service or otherwise relating to such materials or on any sites linked to its Service.

4. Limitations

In no event shall Robin Assistant or its partners be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials within our Service, even if Robin Assistant or a Robin Assistant authorised representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Revisions and errata

Robin Assistant strives to keep all information represented within its Service accurate, valid and up-to-date. However, the information appearing within the Service could include technical, typographical, or photographic errors. Robin Assistant does not warrant that any of the materials within its Service are accurate, complete, or current. Robin Assistant strives to inform its Users on significant changes on its Service in advance, but reserves the right to make changes to the materials contained within its Service at any time without notice. Robin Assistant does not, however, make any commitment to update the materials.

6. Governing law

As previously stated, Robin Assistant is based in the Kingdom of the Netherlands. Any claim relating to the Service, or parts there of, shall be governed by the Dutch law without regard to its conflict of law provisions. Robin Assistant is governed by the Dutch law. Users are obliged to check the local laws in their own country regarding the use of the Service.

7. Restrictions

Users are allowed to use Robin Assistant for the purpose it has been created for – providing care to people with special needs. Users shall not engage in the following when using the Service:

- activities that violate the law, court verdicts, resolutions or orders, or administrative measures that are legally binding
- activities that may hinder public order or customs
- activities that infringe intellectual property rights, such as copyrights, trademarks and patents, fame, privacy, and all other rights of Robin Assistant and/or a third party granted by the law or contract
- activities that transmit violent or sexual expressions; expressions that lead to discrimination by, including, but not limited to, race, religion, ethnicity, nationality, creed, gender, social status, family origin, education, etc.; expressions that induce or encourage suicide, self-injury or drug abuse; or anti-social expressions that include anti-social content and lead to the discomfort of others and/or social unrest

- activities that lead to the misrepresentation of Robin Assistant and/or a third party, or intentionally spread false information
- activities that exchange the right to use our contents into cash, property or other economic benefits without Robin Assistant's authorisation
- activities that use the Service for sales, marketing, advertisement, soliciting or other commercial purposes (except for those approved by Robin Assistant); use the Service for the purpose of harassments or libellous attacks against other Users; or use the Service for purposes other than the Service's true intent - providing care to people with special needs
- activities that benefit or collaborate with anti-social groups, including, but not limited to, criminal organisations and terrorist organisations
- activities that illegally or improperly lead to the collection, disclosure, or provision of other people's personal information, registered information, user history, or the like
- illegal activities, as defined by the Dutch law and the applicable local laws of the User
- activities that interfere with the servers and/or network systems of the Service; that abuse the Service by means of BOTs, cheat tools, or other technical measures; that deliberately use defects of the Service; that make unreasonable inquires and/or undue claims such as repeatedly asking the same question beyond the necessity, and that interfere with Robin Assistant's technological operation of the Service or Users' use of the Service
- other activities that are deemed by Robin Assistant to be inappropriate.

8. Payment, rates and accounts

Robin Assistant is a non-profit service created for providing care to people with special needs. Any person under care and their family members may use the Service free of charge, for the sole purpose of assisting the person under care.

In order to ensure the further development and maintenance of the Service, as well as continuous support to its Users, all the professional Users, including, but not limited to, individual professionals and (health) care organisations, are subjected to recurring monthly payment fee, according to the subscription [Plan](#) of own choosing. An invoice will be provided for each payment.

Users are responsible to fulfil their payment obligations within due periods, including, but not limited to, monthly subscription fee and one-off payments. Subscriptions are automatically renewed unless discontinued by User prior to the occurrence of the new subscription period. You agree to provide us with accurate and complete billing information and to report all changes in billing information within 5 days of the change. This can be done directly by amending relevant information in your User account through Robin Dashboard or by using our online [Contact form](#) to get in contact with our Customer support.

All payments are processed via a third party payment processor ("Payment Provider"). You agree to provide complete and accurate payment information and further agree that the processing of payment transactions is subject to the

terms, conditions and policies, including privacy policies, of the Payment Provider and your financial organisation, including, but not limited to, your credit card issuer, bank account issuer, pre-paid provider, post-paid provider, PayPal, etc.

Robin Assistant will automatically collect your monthly payment for the chosen plan. If, for whatever reason, the transaction did not go through, after several attempts, we will send you a payment reminder email, asking you to fulfil the payment within a given deadline. Should you fail to complete the payment within this deadline, we will temporarily suspend your account. In this case we will send you an email informing you that your account has been suspended and that you are given another deadline to re-activate the account, the procedure to follow and the applicable reactivation costs. Should you fail to complete this process within the given deadline, we will permanently deactivate your Robin Assistant account.

Robin Assistant will publish the price on its Website and it does reserve the right to change the pricing from time to time. However, Robin Assistant will have to inform the Users in advance about the potential change in their monthly plans. If the Users do not want to accept the new prices, they will be given an option to cancel the service, but Robin Assistant will never start charging people more than what they signed up for. Furthermore, besides the pricing changes of the existing plans, Robin Assistant might add new plans and/or prices or cancel some of the existing ones. All these changes will be in advance communicated to the Users.

Robin Assistant will provide invoice for each billing occurrence. Whether or not VAT will be included in the payment depends on the place of residence of the User, according to the Dutch law. The Users can download their invoices by accessing their Robin Assistant user account through Robin Dashboard. If the VAT is applied in the payment it will be clearly stated on the invoice. Professional User can use Robin invoices for their tax reports, according to their local laws.

Robin Assistant will process the payments for its Service according to the User's chosen plan, in the currency that has been available at the time of subscription activation. For up-to-date overview of available currencies in different areas please see our subscription [Plans](#).

Robin Assistant does not offer refunds for used Services. However, if you believe that we have charged you in error, you can contact our Customer support team through our online [Contact form](#) within 60 days of such charge. No refunds will be given for any charges older than 60 days.

When you log in to your User account you will find certain information relating to your use of the Service. In addition, Robin Assistant may also provide you with a receipt (by e-mail) upon pre-payments for the Service ("Account Records"). Please note that the Account Records is the only statement of the account, or the activities relating to the account, that we will provide to you. It is your responsibility to print and/or save copies of your account records, and to retain copies for your records. Robin Assistant will use commercially reasonable efforts

to correct any technical failures relating to the Account Records within a reasonable time. However, your inability to view the Account Records does not extend, or relieve you of, your obligation to pay any amounts owing to Robin Assistant.

9. Fair use policy

Robin Assistant reserves at its sole and absolute discretion the right to immediately disconnect, modify or suspend your access to the Service and offer you alternative solutions, when deemed that your use of the Service is, or at any time was, inconsistent with normal intended usage patterns related to your chosen plan. In addition, you will be required to pay the corresponding rates for commercial use of the Service for the entire period of time in which your use of the Service was inconsistent with and/or exceeding the intended use, according to your chosen plan.

10. Reliability of the Service

Robin Assistant guarantees the technical reliability of its Service. Robin Assistant accepts the responsibility to further develop, maintain, upgrade, monitor, modernise, secure and otherwise improve its hardware and software necessary to maintain the functionality of the Service. Robin Assistant will act to the best of its ability to maintain the functionality of the service no less than 99,8% of the time. Robin Assistant reliability does not include the hardware, software and infrastructure provided to User by the third parties. Examples of such cases include, but are not limited to, User's internet connection, mobile data connection, computers and mobile devices. Robin Assistant does not guarantee reliability of its service in the locations where the use of Robin Assistant service might be denied, blocked or limited by the authorities.

11. Intellectual property rights

All ownership and intellectual property rights for any and all parts of Robin Assistant Service or, to the extent applicable, other parts of the Service and any copies and derivative works thereof (regardless of form or media in or on which the original or other copies may exist), including but not limited to patents, design rights, copyrights, trademarks, trade-secrets and proprietary know-how, are and shall remain to be owned by Bemika Software. Nothing in these Terms shall constitute or be interpreted as a transfer of any such rights from Bemika Software to the User or any other party.

12. Changes to Terms

From time to time, Robin Assistant may revise these Terms. We reserve the right to update or modify these Terms, or any other of our policies or practices, in order to maintain the safe functioning and legal compliance of the Service. We will send

an email to all our active Users informing them on the planned update, at least 14 days prior to planned changes.

Should you agree with these changes, your continued use of the Service indicates your acceptance of any changes and signifies your agreement to the updated Terms.

Should you not agree with the updated Terms, you should not continue to use the Website, App, or any other part of the Service. In this case you will be able to delete your user account. Deleting your user account will remove your Personal Data from the Service, preventing us from further access to your Personal Data (the exception are the fiscally required data items which we are required to keep on record for 7 years, as required by the Dutch Tax office, according to the Dutch law), and will automatically stop all recurring payments related to your User account.

Should you have any doubts or questions about the updated Terms you may always use our online [Contact form](#) to get in contact with our Customer support. Our support agents will be happy to clarify all for you :)

Kind regards and safe use of our Service :)
Robin Assistant Team