

1. Introduction

This User Agreement applies to your use of the BEAR app (in Dutch: BEER-app). The BEAR app is a product of the Dutch expertise network for autism in young children ('Autisme Jonge Kind'), a non-profit organisation, (hereafter referred to as "AJK", "we", "us" or "our"), based in De Bilt (KVK number 90714571; info@autismejongekind.nl).

2. What is the BEAR app?

The BEAR app is a resource for the BEAR intervention (Blended E-health for children at eArly Risk). The intellectual property of the BEAR intervention and the app itself belongs to Dr. Claudine Dietz and Dr. Iris Servatius-Oosterling. The technical development and management of the app are in the hands of Digitalepoli.nl.

For more information on the vision, mission and objectives of the AJK, we gladly refer you to our website (<https://www.autismejongekind.nl/autisme-jonge-kind-biedt-zorg-op-maat/over-het-ajk-2/>).

The BEAR app is a smartphone application that enables parent(s)/caregiver(s) (hereafter "**parents**") to:

- Read general information on child development in several chapters. Examples, tips and exercises are included in this;
- Communicate safely with the BEAR counsellor: parents can attach topics for discussion and note down reactions to exercises. BEAR counsellors can attach reports of appointments. Videos can also be shared;
- Save basic data (such as the child's name, address and date of birth) for the services provided by the BEAR counsellor;
- Complete and save the CoSoS/ESAT;
- Keep track of appointments.

3. Registration and privacy

Use of the BEAR app by parents is at the invitation of a BEAR counsellor. This counsellor creates an account for you using your email address. You will receive an invitation via email to register your account. You then choose a login name and password.

It is only possible to create an account if you are 18 years or older. Also, you may only create an account for personal use. Your account is not transferable to another person. When you create an account, you share personal data with AJK. AJK handles your data confidentially. Your data is carefully processed and secured. In doing so, the BEAR app adheres to the [NEN 7510 standard](#) for Information Security in Healthcare and the requirements set by the General Data Protection Regulation (AVG).

For more information on how AJK handles your personal data, we gladly refer you to our Privacy Statement. You can cancel your BEAR app registration at any time via the 'delete account' button. Your account will then be deleted in line with our retention periods as described in our Privacy Statement.

You are personally responsible for the securing of the username and password of your account and for updating and correcting the registration data provided by you. This is data that your BEAR counsellor has used to create your account (for example your email address and your child's name and date of birth). AJK, being responsible for the BEAR app, can at any time investigate, interrupt/pause (suspend) or terminate your registration in the BEAR app under certain conditions. For example, in case of improper use or if you do not comply with the obligations that stem from this User Agreement (see, for example, Article 4).



4. Using the BEAR application

You are granted a limited, personal, non-transferable, non-exclusive, non-sublicensable, revocable right to access and use the BEAR app. This means that you are allowed to use this BEAR app but that this is subject to rules. For example, you may not transfer your account to another person. Also, you are only allowed to use the BEAR app for your own purposes and in good faith. Also, you must always use the BEAR app in a manner that complies with applicable law and this User Agreement.

It is prohibited to send content to the BEAR app and/or fellow users that:

- Violates applicable laws;
- Contains viruses or malware;
- Is intentionally inaccurate;
- Is obscene, provocative, unlawful, defamatory, intimidating, offensive, fraudulent or content that is otherwise objectionable as determined by the AJK in its sole discretion.

In addition, it is also forbidden to do or try to do the following:

- Get access to data not intended for you, such as logging into a server or an account you do not have access to;
- Copy and distribute the information in the BEAR app for non-personal use.

5. Access, maintenance and help

The BEAR app makes reasonable efforts to keep the application in a stable and operational state. Although we make reasonable efforts to keep the application and services, as well as your account, accessible, they can possibly be unavailable from time to time. If there are any questions or comments, you can send a message via the contact form in the BEAR app.

6. User content

The BEAR app has an upload function. All information, data, text, files, video recordings, pictures, images, or other content that you make available are your exclusive responsibility. AJK does not guarantee the accuracy of any content that you upload yourself and cannot under any circumstances be held liable for any damages resulting from it.

The AJK has the right, but not the obligation, to investigate such content or material and to remove or block access to such content, without being liable to you. Although you retain all ownership rights, you grant AJK permission (by way of license) to use the content in whole or in part in the context of these agreements. This means that you can store your data in the BEAR app without being able to derive any further rights from it (or claim any particular compensation for it from AJK).

7. Confidentiality

Personal data shared via the BEAR app will at all times be treated confidentially by AJK and the BEAR counsellor. AJK imposes obligations on its employees and service providers to establish confidentiality.



8. Rejection of warranty

Use of the BEAR app is entirely at your own risk. AJK will, of course, endeavour to have the application and its content meet the expected requirements, or be uninterrupted, continuous, virus-free, secure, accurate, correct, complete or accessible, but does not guarantee this.

9. Notices

Any notice regarding the BEAR app to you according to this User Agreement can be sent to you by email to the email address you provided upon registration. These would involve, for example, service updates. This notice is given once sent.

10. Third-party websites

The BEAR app can contain links to third-party websites or resources. These links are provided solely for your convenience and the BEAR app is not responsible for the availability of such external sources, does not endorse these and is not liable for any content available on such websites or resources.

11. Applicable law

Dutch law is applicable to these terms and conditions and any and all disputes between you and AJK shall be exclusively submitted to the competent courts of the Netherlands.

