

## Terms of Use for Gardien Daycare Application

Thank you for purchasing licenses to use the *Gardien Daycare Application*. These are the Terms and Conditions of use of the above application which are important and affect your legal rights. For this reason, please read them carefully as well as our Privacy Policy and any other terms referenced in this document.

### 1) Introduction

Thanks for downloading and setting up the *Gardien Daycare Application*. By clicking accept or by using the *Gardien Daycare Application* you are entering into a binding contract with **Gardien Engineering, LLC** as indicated at the bottom of the document.

The use of Gardien Daycare Service (*Gardien Daycare Application*) relies on several technical requirements and covers the web site and the mobile applications *Gardien Daycare* and *Gardien Daycare for Parents*.

Your agreement with us includes these Terms and Conditions of Use (“Terms”) and our Privacy Policy. If you wish to review the terms of the agreements, the effective version of the agreement can be found on Gardien Daycare’s Application inside the support section. This will allow to open and save the document in the smartphone for future use. You acknowledge that you have read and understood the agreements, accept these agreements, and agree to be bound by them. If you don’t agree with (or cannot comply with) the agreements, then you may not use the *Gardien Daycare Application* provided by **Gardien Engineering, LLC** or consume any content.

Please read the agreements carefully. They cover important information about Gardien Daycare’s services provided to you and any charges, taxes, and fees we bill you. The agreements include information about future changes to the agreements, export controls, automatic renewals, limitations of liability, privacy information, a class action waiver, and resolution of disputes by arbitration instead of in court. To use the *Gardien Daycare Application*, you need to:

(1) Be 18 or older or be 13 or older and have your parent or guardian’s consent to the agreements, (2) have the power to enter a binding contract with us and not be barred from doing so under any applicable laws, and (3) be resident in a country where the service is available. You also promise that any registration information that you submit to Gardien Engineering, LLC is true, accurate, and complete, and you agree to keep it that way at all times.

### 2) Changes to the Agreements

Occasionally, we may make changes to the agreements. When we make material changes to the agreements, we’ll provide you with prominent notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the Service or by sending you an email. In some cases, we will notify you in advance, and your continued use of the service after the changes have been made will constitute your acceptance of the changes. Please therefore make sure you read any such notice carefully.

### 3) **Rights we grant You**

*Gardien Daycare Application* and the content are the property of **Gardien Engineering, LLC**. We grant you a limited, non-exclusive, revocable licence to make use of the *Gardien Daycare Application*, and a limited, non-exclusive, revocable licence to make personal, non-commercial use of the content (The "licence"). This licence shall remain in effect until and unless terminated by you or **Gardien Engineering, LLC**. You promise and agree that you are using the content for your own personal, noncommercial, entertainment use and that you will not redistribute or transfer the **Gardien Engineering, LLC** service or the content.

*Gardien Daycare Application* and the content are licenced, not sold, to you, and **Gardien Engineering, LLC** retains ownership of all copies of the *Gardien Daycare Software Applications* and content even after installation on your personal computers, mobile handsets, tablets, and/or other relevant devices ("Devices").

All *Gardien Engineering* trademarks, service marks, trade names, logos, domains names, and any other features of the *Gardien Daycare Application* are the sole property of **Gardien Engineering, LLC**. The agreement does not grant you any right to use any **Gardien Engineering, LLC** brand features whether for commercial or non-commercial use.

You agree to abide by our user guidelines and not to use the *Gardien Daycare* service, the content, or any part thereof in any manner not expressly permitted by the agreements. Except for the rights expressly granted to you in these agreements, **Gardien Engineering, LLC** grants no right, title, or interest to you in the *Gardien Daycare* service or content.

Third party software (for example, open-source software libraries) included in the *Gardien Daycare* service are licenced to you either under the agreements or under the relevant third party software library's licence terms as published in the help or settings section of our desktop and mobile client and/or on our website.

### 4) **Third Party Applications**

The service provided by the *Gardien Daycare Application* may be integrated with third-party applications, websites, available content, products, and/or services to you. These third-party applications may have their own terms and conditions of use and privacy policies and your use of these third-party applications will be governed by and subject to such terms and conditions and privacy policies. You understand and agree that **Gardien Engineering, LLC** does not endorse and is not responsible or liable for the behaviors, features, or content of any third-party Applications or for any transaction you may enter into with the provider of any such third-party Applications.

## 5) Rights you grant us

In considerations for the rights granted to you under the agreements, you grant us the right (1) to allow the *Gardien Daycare Application* to use the processor, bandwidth, and storage hardware on your device in order to facilitate the operation of the service, (2) to provide other information to you, and (3) to allow our business partners to do the same.

## 6) User guidelines

**Gardien Engineering, LLC** respects intellectual property rights and expects you to do the same. We've established a few ground rules for you to follow when using the service, to make sure **Gardien Engineering, LLC** stays enjoyable for everyone. Please follow these rules and encourage other users to do the same.

The following is not permitted for any reason whatsoever:

- Copying, redistributing, reproducing, "ripping", recording, transferring, performing or displaying to the public, broadcasting, or making available to the public any part of the *Gardien Daycare Application Service* or the Content, or otherwise making any use of the *Gardien Daycare Application Service* or the Content which is not expressly permitted under the Agreements or applicable law or which otherwise infringes the intellectual property rights (such as copyright) in the *Gardien Daycare Application Service* or the Content or any part of it;
- Using the *Gardien Daycare Application's* service to import or copy any local files you do not have the legal right to import or copy in this way;
- Transferring copies of cached Content from an authorized Device to any other Device via any means;
- Reverse-engineering, decompiling, disassembling, modifying, or creating derivative works based on the *Gardien Daycare Application's* Service, Content or any part thereof unless permitted by applicable law;
- Circumventing any technology used by **Gardien Engineering, LLC**, its licensors, or any third-party to protect the Content or the Service;
- Selling, renting, sublicensing or leasing of any part of the *Gardien Daycare Application's* Service or the Content.
- Circumventing any territorial restrictions applied by *Gardien Daycare Application* or its licensors; - removing or altering any copyright, trademark, or other intellectual property notices contained on or provided through the *Gardien Daycare Application's* Service (including for the purpose of disguising or changing any indications of the ownership or source of any Content).
- Providing your password to any other person or using any other person's username and password; Please respect the **Gardien Engineering, LLC** Applications, the Content, and other users of the *Gardien Daycare Application*. Don't engage in any activity, post any User Content, or register and/or use a username, which is or includes material that: is offensive, abusive, defamatory, pornographic, threatening, or obscene.

- It is illegal or intended to promote or commit an illegal act of any kind, including but not limited to violations of intellectual property rights, privacy rights, or proprietary rights of **Gardien Engineering, LLC** or a third party.
- Includes your password or purposely includes any other user's password or purposely includes personal data of third parties or is intended to solicit such personal data.
- Includes malicious content such as malware, Trojan horses, or viruses, or otherwise interferes with any user's access to the Service.
- It is intended to or does harass or bully other users; impersonates or misrepresents your affiliation with another user, person, or entity, or is otherwise fraudulent, false, deceptive, or misleading.
- uses automated means to artificially promote content.
- involves commercial or sales activities, such as advertising, promotions, contests, Sweepstakes, or pyramid schemes, that are not expressly authorized by **Gardien Engineering, LLC**.
- Links to, references, or otherwise promotes commercial products or services, except as expressly authorized by **Gardien Engineering, LLC**.
- Interferes with or in any way disrupts the *Gardien Daycare Application's* Service, tampers with, breaches, or attempts to probe, scan, or test for vulnerabilities in the Service or **Gardien Engineering, LLC's** computer systems, network, usage rules, or any of Gardien Engineering, LLC's security components, authentication measures or any other protection measures applicable to the Service, the Content or any part thereof; or
- Conflicts with the Agreements, as determined by **Gardien Engineering, LLC**. You acknowledge and agree that posting any such User Content may result in immediate termination or suspension of your **Gardien Engineering, LLC** account.

You also agree that **Gardien Engineering, LLC** may also reclaim your username for any reason. Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately and change your password as soon as possible.

#### 7) **Infringement and reporting User Content**

**Gardien Engineering, LLC** respects the rights of intellectual property owners. If you believe that any Content infringes your intellectual property rights or other rights, see **Gardien Engineering, LLC's** copyright policy. If you believe that any Content does not comply with the User guidelines, please fill out our notice form.

#### 8) **Service limitations and modifications**

**Gardien Engineering, LLC** will make reasonable efforts to keep the *Gardien Daycare Application's* Service operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under applicable law, **Gardien**

**Engineering, LLC** reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the *Gardien Daycare Application's Service*, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the *Gardien Daycare Application's Service* or any function or feature thereof.

#### 9) **Customer support**

For customer support with account-related and ("Customer Support Queries"), please send an email to [support@gardiendaycare.com](mailto:support@gardiendaycare.com).

We will use reasonable endeavors to respond to all Customer Support Queries within a reasonable time frame, but we make no guarantees or warranties of any kind that any Customer Support Queries will be responded to within any particular time frame and/or that we will be able to satisfactorily answer any such queries.

#### 10) **Term and termination**

The Agreements will continue to apply to you until terminated by either you or **Gardien Engineering, LLC**. However, you acknowledge and agree that the perpetual licence granted by you in relation to User Content, including Feedback, is irrevocable and will therefore continue after expiry or termination of any of the Agreements for any reason.

**Gardien Engineering, LLC** may terminate the Agreements or suspend your access to the *Gardien Daycare Application's Service* at any time, including in the event of your actual or suspected unauthorized use of the *Gardien Daycare Application's Service* and/or Content, or non-compliance with the Agreements. If you or **Gardien Engineering, LLC** terminate the Agreements, or if **Gardien Engineering, LLC** suspends your access to the *Gardien Daycare Application's Service*, you agree that **Gardien Engineering, LLC** shall have no liability or responsibility to you and **Gardien Engineering, LLC** will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law.

To learn how to terminate your **Gardien Engineering, LLC** account, please contact us through the Customer Service contact form which is available on our About Us page. This section will be enforced to the extent permissible by applicable law. You may terminate the Agreements at any time.

#### 11) **Warranty and disclaimer**

WE ENDEAVOUR TO PROVIDE THE BEST SERVICE WE CAN, BUT YOU UNDERSTAND AND AGREE THAT THE GARDIEN ENGINEERING, LLC SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. YOU USE THE GARDIEN ENGINEERING, LLC SERVICE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GARDIEN ENGINEERING, LLC AND ALL OWNERS OF THE CONTENT MAKE NO

REPRESENTATIONS AND DISCLAIM ANY WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEITHER GARDIEN ENGINEERING, LLC NOR ANY OWNER OF CONTENT WARRANTS THAT THE GARDIEN ENGINEERING, LLC SERVICE IS FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. IN ADDITION, GARDIEN ENGINEERING, LLC MAKES NO REPRESENTATION NOR DOES IT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY APPLICATIONS (OR THE CONTENT THEREOF), USER CONTENT, OR ANY OTHER PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY ON OR THROUGH THE GARDIEN ENGINEERING, LLC SERVICE OR ANY HYPERLINKED WEBSITE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING. YOU UNDERSTAND AND AGREE THAT GARDIEN ENGINEERING, LLC IS NOT RESPONSIBLE OR LIABLE FOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF THIRD PARTY APPLICATIONS OR PRODUCTS OR SERVICES ADVERTISED ON OR THROUGH THE GARDIEN ENGINEERING, LLC SERVICE. AS WITH ANY PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. NO ADVICE OR INFORMATION WHETHER ORAL OR IN WRITING OBTAINED BY YOU FROM GARDIEN ENGINEERING, LLC SHALL CREATE ANY WARRANTY ON BEHALF OF GARDIEN ENGINEERING, LLC IN THIS REGARD. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS IF PROHIBITED BY APPLICABLE LAW. GARDIEN ENGINEERING, LLC IS NOT RESPONSIBLE FOR THE SAFETY OF YOUR CHILD. GARDIEN ENGINEERING, LLC IS NOT RESPONSIBLE FOR ANY RISKS THAT MAY ARISE FROM THE NEGLIGENCE OR CARELESSNESS ON THE PART OF THE PERSONS OR ENTITIES USING THE APPLICATION. THIS DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER.

## 12) **Limitation**

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU'RE SOLE AND EXCLUSIVE REMEDY FOR ANY PROBLEMS OR DISSATISFACTION WITH THE GARDIEN ENGINEERING, LLC SERVICE IS TO UNINSTALL ANY GARDIEN ENGINEERING, LLC SOFTWARE AND TO STOP USING THE GARDIEN ENGINEERING, LLC SERVICE. WHILE GARDIEN ENGINEERING, LLC ACCEPTS NO RESPONSIBILITY FOR THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, AND WHILE YOUR RELATIONSHIP WITH SUCH THIRD PARTY APPLICATIONS MAY BE GOVERNED BY SEPARATE AGREEMENTS WITH SUCH THIRD PARTIES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR SOLE AND EXCLUSIVE REMEDY, AS WITH RESPECT TO GARDIEN ENGINEERING, LLC, FOR ANY PROBLEMS OR DISSATISFACTION WITH THIRD PARTY APPLICATIONS OR THE CONTENT THEREOF, IS TO UNINSTALL AND/OR STOP USING ANY SUCH THIRD PARTY APPLICATIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL GARDIEN ENGINEERING, LLC, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS, OR LICENSORS BE LIABLE FOR (1) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; (2) ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS (WHETHER DIRECT OR INDIRECT), IN ALL CASES ARISING OUT OF THE USE OR INABILITY TO USE THE GARDIEN ENGINEERING, LLC SERVICE, THIRD PARTY APPLICATIONS, OR THIRD PARTY APPLICATION CONTENT, REGARDLESS OF LEGAL THEORY, WITHOUT REGARD TO WHETHER GARDIEN ENGINEERING, LLC HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; OR NOTHING IN THE

AGREEMENTS REMOVES OR LIMITS GARDIEN ENGINEERING, LLC'S LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, AND, IF REQUIRED BY APPLICABLE LAW, GROSS NEGLIGENCE. SOME ASPECTS OF THIS SECTION MAY NOT APPLY IN SOME JURISDICTIONS IF PROHIBITED BY APPLICABLE LAW.

### 13) **Third party rights**

You acknowledge and agree that the owners of the Content and certain distributors (such as app store providers) are intended beneficiaries of the Agreements and have the right to enforce the Agreements directly against you. Other than as set out in this section, the Agreements are not intended to grant rights to anyone except you and **Gardien Engineering, LLC**, and in no event shall the Agreements create any third-party beneficiary rights. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of the Agreements are not subject to the consent of any other person.

### 14) **Entire agreement**

Other than as stated in this section or as explicitly agreed upon in writing between you and **Gardien Engineering, LLC**, the Agreements constitute all the terms and conditions agreed upon between you and **Gardien Engineering, LLC** and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral. Please note, however, that other aspects of your use of the **Gardien Engineering, LLC** application may be governed by additional agreements.

### 15) **Severability and waiver**

Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law. Any failure by **Gardien Engineering, LLC** or any third-party beneficiary to enforce the Agreements or any provision thereof shall not waive **Gardien Engineering, LLC's** or the applicable third-party beneficiary's right to do so.

### 16) **Assignment**

*Gardien Daycare Application* (**Gardien Engineering, LLC**) may assign the Agreements or any part of them, and **Gardien Engineering, LLC** may delegate any of its obligations under the Agreements. You may not assign the Agreements or any part of them, nor transfer or sub-license your rights under the Agreements, to any third party.

#### 17) **Indemnification**

To the fullest extent permitted by applicable law, you agree to indemnify and hold *Gardien Daycare Application* (**Gardien Engineering, LLC**) harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: (1) your breach of this Agreement; (2) any User Content; (3) any activity in which you engage on or through the **Gardien Engineering, LLC** Service; and (4) your violation of any law or the rights of a third-party.

#### 18) **Contact us.**

If you have any questions concerning the *Gardien Daycare Application's* Service or the Agreements, please contact **Gardien Engineering, LLC** customer service any of the different support methods.

## Privacy Policy for Gardien Daycare Application

### General

**Gardien Engineering, LLC** respects your concerns about maintaining the privacy of your data that is submitted to us through your use of the web site or by the Gardien Daycare Applications. This Privacy Policy only applies to the **Gardien Engineering, LLC** web sites and mobile applications (***Gardien Daycare*** and ***Gardien Daycare for Parents***) and does not apply to data collected on any other web site, including other web sites to which this site may link.

### Aggregated Information

Through the web site and mobile applications, **Gardien Engineering, LLC** collects and stores non-personal and personal information. The data collected is stored to be used as part of the application's main functionality, for internal statistical and for reporting purposes. **Gardien Engineering, LLC** also collects and stores individual data to maintain and issue a unique session ID for individuals while they visit our site or using mobile applications.

Non-personal information includes:

- The browser type with which you access the Internet.
- The date and time you accessed the **Gardien Engineering, LLC** website.
- The Internet address of the web site from which you linked directly to **Gardien Engineering, LLC**.
- The information you viewed while visiting our site.

Personal information includes:

- Name, birthdate, email, phone, physical and postal address, and photo for the center.
- Name, birthdate, email, phone, physical and postal address, and photo for the contacts configured in the application.
- Name, birthdate, and photo for the children configured in the application.

### Personal Information Collected on the Site and Mobile Applications

Except as described in this Privacy Policy, we will not use or otherwise disclose any of the personal data that you provide.

### How Gardien Engineering, LLC Collects Your Information

In specific instances, **Gardien Engineering, LLC** processes personally identifiable information that you submit via this web site or mobile applications. Personal information is submitted via or to this web site or

mobile applications through forms, purchases, job submissions, APIs, through e-mail or messages sent to this site.

By sending personal information to **Gardien Engineering, LLC** via the web site or mobile applications, you acknowledge that **Gardien Engineering, LLC** will process certain personally identifiable data about you. You therefore consent to our use of that information in accordance with the **Gardien Engineering, LLC** Worldwide Privacy Policy.

### **How Gardien Engineering, LLC Uses Your Information**

We will never sell or provide personal data to a third-party, except as provided in this Privacy Policy, without your express consent. We may process your personal data that we receive through a submission from you to **Gardien Engineering, LLC** via the web site or the mobile applications.

We may use your personal data in aggregate form for internal statistical or reporting purposes, for the direct marketing of **Gardien Engineering, LLC** events, or for employment purposes, by way of employment form or resume submission. The information collected on the **Gardien Engineering, LLC** website via forms is the only information used for the direct marketing of other **Gardien Engineering, LLC** events.

We may disclose personal data in response to a court order or other legal obligation. In the highly unlikely event that a liquidator, administrator, or receiver is appointed over **Gardien Engineering, LLC**, or all or any part of our assets, we may transfer your information to a third-party purchaser of the business if that purchaser undertakes to only use your personal data as set out in this Privacy Policy.

### **Accuracy**

**Gardien Engineering, LLC** does not vouch for, and is not responsible for, the accuracy of data about you that may be supplied to us through your email or through any other submission of personal information through the web site.

### **Security**

**Gardien Engineering, LLC** will take all appropriate measures to assure the online security of transmissions to this web site and to mobile applications. **Gardien Engineering, LLC** web site and any data transmitted to or from it are protected by a secure socket layer (SSL) key, which encrypts the data. Also, it is protected using application keys for double security. All data is stored on our servers in a secure way.

Access to those servers is strictly limited to network administrators and other authorized personnel of **Gardien Engineering, LLC** who have been trained to protect against loss, misuse, unauthorized access, disclosure, alteration, or destruction of personal data under **Gardien Engineering, LLC** control. We take pride in our technology and our security policies.

**Gardien Engineering, LLC.** reserves the right to amend this Privacy Policy at any time without notice. If we decide to change this Privacy Policy, we will post those changes here so that you will always know how we will use the information that is collected about you.

Should you have any questions regarding this Privacy Policy, please contact:

**Gardien Engineering, LLC**

Business Email: [business@gardiendaycare.com](mailto:business@gardiendaycare.com)

Email Support: [support@gardiendaycare.com](mailto:support@gardiendaycare.com)