Terms of Use for the Famly Booking Portal for Ad-Hoc and Emergency Care

1. Scope of the Terms of Use

(1)   These Terms of Use apply to the use of the Famly Booking Portal for Ad Hoc and Emergency Care for the "World of Kids" day care centre ("Famly").

(2)   You can view and print the current Terms of Use by clicking on http://www.kinderzentren.de/nutzungsbedingungen-famly-buchungsportal.de.

2. Conclusion of contract and user account

(1)   A user contract with KiKu Trägergesellschaft mbH as the operator of the platform ("operator") comes into effect upon conclusion of the online registration process. Subject of the contract of use is the free use of Famly through the customer.

(2)   To use Famly, a user account must be created. This consists of a user name and a password ("log-in data").

(3)   The creation of a user account is only possible under specification of a current e-mail address of the user. This e-mail address is also used for communication with the operator.

(4)   Once the user account has been created, the user can enter the data required for registration for ad-hoc or emergency care in Famly (the "profile"). The user assures that the data entered is accurate and complete.

(5)   The user is obliged to handle the log-in data carefully. The user is prohibited from disclosing the log-in data to third parties and/or allowing third parties access to the profile by bypassing the log-in data.

3. Use of Famly

(1)   The operator endeavours to ensure trouble-free operation of the portal. This is naturally limited to services over which the operator has an influence. The operator is at liberty to restrict access to the portal in whole or in part, temporarily or permanently due to maintenance work, capacity concerns and other events beyond his control.

(2)   The user is obliged to refrain from anything that could impair the trouble-free operation of Famly.

4. User's obligation to cooperate: posting of content

(1)   The user undertakes to observe applicable law (e.g. criminal, competition and youth protection law) when creating and using his own content and not to infringe any rights of third parties (e.g. name, trademark, copyright and data protection rights).

(2)   The user undertakes towards the operator that any contents which are placed by him in the portal do not violate applicable law or morality by their content or form. The same applies to the setting of external links.

5. Rights of use

The operator owns all rights to the contents of the portal. The user is prohibited from duplicating, distributing and/or publishing content that the operator, other users or third parties have posted on the portal.

6. Liability

(1)   The operator is liable without limitation for intent and gross negligence. Otherwise, the operator is only liable for negligent injury to life, body and health of persons and in accordance with paragraph 2.

(2)   Furthermore, the operator is only liable in the event of negligent violation of an essential contractual obligation, the fulfilment of which is essential for the proper execution of the contract and on whose compliance the user may regularly rely (cardinal obligation). This liability is limited to the amount of damages foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. This limitation of liability also applies in favour of the operator's vicarious agents.

7. Right to exemption

The user releases the operator and his employees or agents from all claims of third parties in the event of a claim due to alleged or actual infringement of rights and/or infringement of rights of third parties by actions taken by the user in connection with the use of the portal. In addition, the user undertakes to reimburse all costs incurred by the operator as a result of claims by third parties. Reimbursable costs also include the costs of an appropriate legal defence.

8. Personal data

(1)   The user hereby consents to the storage of the personal data entered by him. This also applies to the storage of the IP addresses that are transmitted each time the portal is used.

(2)   The use of the portal serves the collection, processing and use of personal data by the operator. The operator assures that all stored data will be treated with care and processed exclusively in accordance with data protection regulations or the user's consent.

(3)   The user agrees that the operator uses personal data of the user for direct contact. The user will not be addressed for advertising purposes.

(4)   Responsible Controller in the sense of the GDPR is KiKu Trägergesellschaft mbH.

9. Term of contract/Cancellation

The contract runs for an indefinite period and can be terminated by either party at any time without notice and without giving reasons.

10. final clauses

(1)   Should the contract contain invalid provisions, the validity of the rest of the contract remains unaffected.

(2)   This contract shall be governed exclusively by German law.