



Terms & Conditions

1/1/2019

These terms of use govern your access to, downloading and use of the entire contents of the NannyTap app ("App") (including the Services) owned and operated by NannyTap Ltd, a company registered with Companies House in England and Wales under number 11366353 whose registered office is at Hill House Archway Rd, Liverpool, Merseyside, United Kingdom L369XB ("NannyTap", "us", "we", "our").

Please read these terms of use carefully before using the App. They are a legal agreement between you and NannyTap. Using any part of the App indicates that you accept these terms of use. If you do not accept these terms of use, please do not use the App, cease downloading the App, or leave the App.

Definitions

The following definitions, in addition to those set out herein, apply in these Terms and Conditions:

Us' "We" "Our" means NannyTap Ltd, a company registered with Companies House in England and Wales under number 11366353 whose registered office is at Hill House Archway Rd, Liverpool, Merseyside, United Kingdom L369XB

"Content" means any information, text, graphics, logos, photographs, images, moving images, sound, illustration and other materials in any media form submitted or sent by Users to other Users or NannyTap Ltd through their use of the Service, including as displayed in their Profile;

"Platform" means the App and the Website, including all Services made available via the App and the Website;

"Profile" means the information held by NannyTap about a User of the Platform, such information having been submitted by the User to whom the information relates to;

"Services" means the Basic Services and the Additional Services;

"User" "You" means any person who registers their details for an account with the Platform, including Parents & Child carers (whether on a express booking or paid-membership basis);

1. INTRODUCTION

1.1 – NannyTap offers and maintains the App to enable parents or legal guardians of children ("Parents") to arrange child carers ("Child carers") to look after those children ("Services"). The downloading of the App, the registration for the App and use of the App is available for both Parents and Child carers.

1.2 – NannyTap licenses use of the App to you on the basis of these terms of use and subject to any rules or policies applied by any app store provider or operator from whose site you downloaded the App ("The pertinent App Store Rules can be found at:

Google Play - https://play.google.com/intl/en-us_us/about/play-terms.html

Apple - <https://www.apple.com/ca/legal/internet-services/itunes/ca/terms.html>

NannyTap remains the owner of the App at all times.

1.3 – NannyTap may revise these terms of use at any time by updating this terms and conditions You should check the App from time to time to review the current terms of use because the up to date terms of use are the ones that will be binding on you.

1.4 – From time to time, updates to the App may be issued through your App store provider. Depending on the update, you may not be able to use the App until you have downloaded the latest version of the App and accepted any new terms.

1.5 – You warrant that you are the owner of the device to which you have downloaded the App, or that you have obtained permission from the owner of that device to download the App. You accept responsibility in accordance with these terms of use for the use of the App on any device, whether or not that device is owned by you.

1.6 – By using the App, you consent to us collecting and using technical information about the devices used to access the App and any related software, hardware and/or peripherals to improve our products and to provide any Services to you.

We use cookies and similar tools on our website, www.NannyTap.com, and the associated 'NannyTap' mobile application (together, the "Platform") to improve their performance and enhance your user experience. Our cookie policy explains how we do that (see cookie policy). You must read and agree with this cookie policy in order to use our platform.

2. THE APP AND THE SERVICES

2.1 – We allow Child carers to create profiles on the App which can be viewed by Parents. We allow Parents to create profiles on the App which can be viewed by Child carers. Through the App, we enable Child carers and Parents to arrange appointments for childcare.

2.2 – We do not provide employment services. We do not employ Child carers. We do not seek to find employment for child carers. We do not recommend Child carers. We do not edit profiles. NannyTap is a technology platform that enables parties to connect only.

2.3 – NannyTap uses third party and social media platform providers to:

(a) cross-check the validity of the identity information supplied by the Child carer against multiple public and privately-held data sources; Our (Fasthosts.co.uk) dedicated servers are located in our two state-of-the-art UK data Centre's in Gloucester, England. Our data centres are built with the latest technology and are maintained 24/7 by a team of expert engineers.

(b) perform a background check of the information supplied by the Child carer against multiple public and privately-held data sources.

2.4 – NannyTap considers safeguarding of children to be fundamentally important. When creating and editing their profile, Child carers must credit themselves as being DBS certified. In order to allow child carers to subscribe to the app, we undertake verification of this certification and you must provide us with a copy. We may make periodic checks of the child carers DBS certificate, with the child carers consent. Refusal to comply with any such request, may impact upon child carers subscription being terminated. We check this certificate on the update service, with the consent of 'you' (Child carer). However, for the purposes of safeguarding on each and every booking, the onus for verifying the **validity** of this accreditation falls entirely on the Parent. For this purpose, you should take a copy of this up to date DBS certificate to bookings and produce it to parents on request.

2.5 – When creating and editing their profile, Child carers are able to credit themselves as being OFSTED registered. We do not undertake verification of this certification nor ongoing monitoring to ensure its continued validity. The onus for verifying the validity of this accreditation falls entirely on the Parent. If available, you should take a copy of this up to date OFSTED registration and produce it to parents on request.

2.6 – Clauses 2.3 to 2.5 above explain the extent of the checks that we make in relation to Child carers and Parents. We do not carry out further verification of Child carers, Parents or their profiles; we have no obligation to do so; and make no representations that we do so. You should make your own assessment of the people you decide to interact with through the App, whether you are a Parent or a Child carer. You must rely on your own judgment and common sense. The checks that we have carried out and make available through the App are only part of this process.

2.7 -NannyTap accepts no responsibility for the accuracy or completeness of any profile on the App as we do not check them. We do not accept responsibility for the accuracy or completeness of any of the checks made in clauses 2.3 nor the validity of Child carer profile information outlined in clauses 2.4 & 2.5, to the extent that we have been deliberately misled by the individual in question, and/or to the extent that the source of 3rd party information used was inaccurate.

2.8 – The App platform connects Child carers with Parents. When a booking is made, a binding agreement is created between the Child carer and the Parent. **NannyTap is not a party to that agreement.** NannyTap does not and cannot control either the child carer or the Parent, the services provided (or not provided) or the quality or timing of those services and disclaims all liability for such. NannyTap does not act as an employer for child carers.

3. NANNYTAP AND PARENTS

3.1 – As a Parent, you shall provide us with such identification documents or other information as we may require in order to set up your account. You consent to NannyTap carrying out checks on such documents and information, including by the use of third parties.

3.2 – You represent and warrant to NannyTap that:

(a) the details that you provide to us are accurate and up to date (including details obtained from your social media accounts).

(b) neither you nor best to your knowledge that any member of your household has ever been convicted of any child related crimes, criminal offences.

3.3 – Once you have been connected to a child carer through the App, you shall not book that Child carer other than through the App's booking function, if NannyTap finds this to be true we will consider this to be a serious and fundamental breach of contract. Your profile will be deleted and subscription ended.

4. NANNYTAP AND CHILD CARERS

4.1 – As a Child carer, you shall provide us with such identification documents or other information as we may require in order to set up your account. You consent to NannyTap carrying out checks on such documents and information, including by the use of third parties.

4.2 – You represent and warrant to NannyTap that:

(a) you are at least 18 years of age;

(b) that you are legally entitled to accept work in the UK;

(c) the details that you provide to us are accurate and up to date (including details obtained from your social media account(s); and

(d) you have never been convicted of any child related, criminal crimes

(e) you hold the insurance necessary to perform your services as described in these terms & conditions, supplying a copy of this certificate to NannyTap (see clause 4.5 below)

(f) you hold a valid up to date DBS check certificate, NannyTap asks that a copy is sent over to us as proof (See 2.1 to 2.7 above) and you will produce it to parents on request.

4.3 –. Once you have been connected to a Child carer through the App, you shall not book that Child carer offline, other than through the App's booking function, if NannyTap finds this to be true we will consider this to be a serious and fundamental breach of the terms and conditions of the App. Your profile will be deleted and your subscription ended.

4.4 – You are solely responsible for all taxes, national insurance and/or similar contributions payable in respect of the payments made to you.

4.5 Insurance

a) NannyTap insurance does not extend to protect you from any claims that arise out of the services provided by you to parents and children. NannyTap is not a party to

your agreement with parents. NannyTap does not and cannot control either the Child carer or the Parent, the services provided (or not provided) or the quality or timing of those services and disclaims all liability for such

b) You agree to maintain insurance in reasonable amounts calculated to protect yourself from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this contract, whether these activities are performed by that company, its employees, agents, or anyone directly or indirectly engaged or employed by that party or its agents.

In order to subscribe to the app, your personal profile must inform parents about your insurance status. You must inform us about your professional insurance status and if applicable supply us with a copy of your insurance certificate.

5. FEES AND PAYMENT

5.1 – In accordance with our pricing schedule, the Parent shall pay NannyTap a fee (including the VAT) (the “**Booking Fee**”) for each express booking made with a Child carer through the App, Alternatively, parents pay a subscription, choosing from various price plans, as provided for in our pricing schedule. in which case the Booking Fee will be waived. If an Express booking is cancelled by a parent the booking fee is non-refundable and will still be payable.

The Booking Fee amount shall be collected by NannyTap upon completion of the booking from the account specified by the Parent when registering for an Account (**Parent Account**).

5.2– The child carer may be required to pay NannyTap a fee for subscription in accordance with our pricing schedule (inclusive of VAT) for full accesses into the App. This Platform Fee shall be collected by NannyTap upon sign up by signing up to a subscription all booking fees will be waived. when registering for an Account (child carer Account).

5.3- Subscription packages give a range of choice: Express booking £3.99, £9.99 per calendar month, £49.99 six-month, £99.99 12 months. Subscriptions are Auto-renewable at the end of each subscription duration; the subscription will automatically renew until a user chooses to cancel it.

5.4– Upon completion of the booking, NannyTap shall collect from the Parent the booking fee that was due, as recorded in the App. Fees payable to the Child Carer from the parent is an arrangement made solely between those parties. NannyTap **will not collect** any fees payable by the Parent to the child Carer. The child Carer is responsible for collection of these fees as NannyTap is not a party to that contractual arrangement.

5.5– The Booking Fee becomes due on completion of the booking as recorded in the App. No Fee is payable if the booking is cancelled before the agreed start time subject to paragraph 5.1 above. As the agreement for ‘the booking’ is between the Parent and the child carer, NannyTap accepts no liability for cancelled bookings.

6. PROMOTIONS AND MARKETING OFFERS

6.1 – NannyTap may offer promotional offers from time to time which may include

discount codes. This may be subject to expiration dates and may only be applicable to selected users of the App. NannyTap has the right to end a promotion without notice if we believe a user is not acting in good faith in relation to the terms of the promotion.

7. DISPUTES BETWEEN CHILD CARERS AND PARENTS

7.1 – If any disputes or disagreements arise between Parents and Child carers relating to the services provided by Child carers or payments made by or due from Parents, the Parents and the Child carers are responsible for resolving any such disputes directly with each other. We shall not be a party to any such dispute and NannyTap is not obliged to take any action toward resolving the dispute. At its absolute discretion, NannyTap has the right to remove profiles and cancel subscriptions.

8. LICENCE GRANT AND — USE OF APP CONTENT

8.1 – In return for you agreeing to comply with these terms of use, NannyTap grants you a licence to use the App on each device (e.g. phone, tablet) you use to download the App. We only grant this licence to you and you cannot transfer or sell it to anyone else. We grant identical and similar licences to all users of our App. The licence we grant is subject to these terms of use, NannyTap's [see privacy policy] and the App Store Rules.

8.2 – Apart from User Content (as defined in clause 11.1 below), all images, text, icons and other content on the App ("Content"), as well as the arrangement of the Content on the App, is protected by copyright and other intellectual property rights. Except as provided in these terms of use, or otherwise in writing by NannyTap, you are not granted any license to use the Content or its arrangement. Nothing in these terms of use grants you a license to use any NannyTap trademarks or the trademarks of any third parties on the App.

8.3 – Unless you have entered into a separate written agreement with us, you shall not copy, republish, frame, link to, download, transmit, modify, adapt, rent, lease, loan, sell, assign, distribute, license or sublicense the App or any of the Content. No copyright and/or other intellectual property notices or watermarks on any Content shall be deleted or modified.

8.4 – You shall not disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App except to the extent allowed by law.

8.5 – If you breach any of the terms in these terms of use, your permission to use the App automatically terminates. In addition, NannyTap shall have the right to block, restrict, disable, suspend or terminate your access to all or any part of the App or its Content at any time in its discretion without liability to you.

9. YOUR ACCESS TO OUR SERVICES

9.1 – While NannyTap endeavors to ensure that the App is normally available 24

hours a day, NannyTap shall not be liable if for any reason the App is unavailable at any time or for any period.

9.2 – Access to the App may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond NannyTap's control.

9.3 – When you register with us and choose a password to protect your secure account, you are responsible for maintaining the confidentiality of your password. If you become aware of any unauthorised use of your account, you must notify us and you should change your password immediately. You are solely responsible for all activities that occur under your pass

10. YOUR PRIVACY

10.1 – NannyTap is committed to respecting your privacy and the privacy of all individuals using the App. More information regarding how NannyTap may use your personal data can be found in NannyTap's [see privacy policy](#) which is incorporated into these terms of use by reference to the privacy policy.

11. YOUR CONTENT AND CONFIDENTIALITY

11.1 – Other than personally identifiable information (which is covered under our [see Privacy Policy]), any material such as reviews or ratings which you transmit or post to the App ("User Content") shall be considered non-confidential and non-proprietary. NannyTap shall have no obligations with respect to such material. You are solely responsible for such material. NannyTap shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

Any opinions expressed and reviews made are those of the reviewer. NannyTap Ltd does not endorse any of those opinions and reviews by the reviewers and child carers.

11.2 – You are prohibited from posting or transmitting to or from the App any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licenses and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data);

(e) contains photographs or images of a child, unless you are that child's Parent;

(f) contains or discloses another person's personal information without his or her written consent; or

(g) collects or solicits another person's personal information for commercial or unlawful purposes.

11.3 – NannyTap shall be entitled to remove any material from the App which is posted or transmitted to the App in contravention of these terms of use or for any other reason.

11.4 – You shall not:

(a) use the App or its Content in any unlawful manner;

(b) misuse the App (including, without limitation, by hacking or inserting malicious code);

(c) resell the App or its Content;

(d) infringe our or any third party's intellectual property rights in your use of the App or its Content;

(e) use the App to solicit, advertise to or contact Users for any purpose other than to arrange sittings through the App or to post or message users of the App regarding sittings, Child carers or Parents;

(f) use the App to transmit chain letters, junk or spam;

(g) use the App to harass, abuse or harm another person;

(h) frame or use any framing techniques to enclose the App or any part of it;

(i) take any action that in our sole discretion places an unreasonable or

disproportionately large load on our servers or other infrastructure; or

(j) use the App in any way which may cause, or be likely to cause, access to or use of the App to be interrupted, damaged or impaired in any way.

12. LINKS TO AND FROM OTHER APPS & WEBSITES

12.1 – Links to third party apps and websites on the App are provided solely for your convenience. NannyTap has not reviewed all of these third-party apps and websites and does not control and is not responsible for these apps/websites or their content or availability.

NannyTap does not endorse or make any representations about third party Apps, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party apps/websites linked to the App, you do so entirely at your own risk.

13. DISCLAIMER

13.1 – While NannyTap endeavors to ensure that the Content is correct, NannyTap does not warrant the accuracy and completeness of the Content. NannyTap may make changes to the Content at any time without notice. The Content may be out of date and NannyTap makes no commitment to update such material. NannyTap Ltd accepts no liability whatsoever for any third-party Apps and websites.

13.2 – The material on the App is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, NannyTap provides you with the App on the basis that NannyTap excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these terms of use, might have effect in relation to the App.

14. INDEMNITY

14.1 – You shall indemnify NannyTap against any loss, damages, costs or expenses which are awarded against or incurred by NannyTap as a result of any claim or threatened claim (including any claim or threatened claim by a third party) arising out of or related to:

(a) any breach by you of any of these terms of use or applicable law;

(b) your misuse of the App and/or the Services;

(c) any messages or other content you post on or transmit via the App;

(d) your infringement of intellectual property rights;

(e) your failure to provide accurate, up to date information;

(f) your interactions with other users of the App.

15. LIABILITY

15.1 – Nothing in these terms of use shall exclude or limit either your or NannyTap's liability for:

- (a) Injury, death, disease, abuse (sexual, physical, neglect, verbal or bullying). personal injury resulting from the negligence of the child carer or Misadventure which may occur to the child carer or the child.
- (b) fraud or fraudulent misrepresentation
- (c) damage caused to property by either the child or carer, whether accidental or deliberate.
- (d) the child minder does not arrive on time or perform as agreed.

15.2 – Save to the extent that these terms of use state otherwise, nothing in these terms of use shall exclude or limit your liability under clause 14 (Indemnity).

15.3 – Subject to clauses 15.1 and 15.2, neither you nor NannyTap shall be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentation) or otherwise arising out of or in connection with these terms of use for:

- (a) any economic losses (including, without limitation, loss of revenues, profits, contracts, data, business, anticipated savings or cost of substitute services);
- (b) any loss of goodwill or reputation; or
- (c) any special, indirect or consequential losses;

in any case, whether or not such losses were within the contemplation of you and NannyTap at the date of these terms of use, suffered or incurred by you or NannyTap arising out of or in connection with the provisions of, or any matter under, these terms of use

15.4 – Subject to clauses 15.1, 15.2 and 15.3, each party's total liability to the other in relation to all events or series of connected events occurring under these terms of use (and whether the liability arises because of breach of contract, negligence or for any other reason)

15.5 – Nothing in these terms of use excludes any statutory rights which may apply to your use of the App which cannot be excluded, restricted or modified by contract.

16. TERMINATION

16.1 – We may terminate these terms of use immediately by written notice to you:

(a) if you commit a material or persistent breach of these terms of use which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; and/or

(b) if you breach any of clauses 3.2, 11.2 or 11.4.

16.2 – You may discontinue your use of the App at any time. These terms of use will continue to apply to past use of the App by you.

16.3 – On termination for any reason:

(a) all rights granted to you under these terms of use shall cease;

(b) your profile will no longer be displayed on the App;

(c) content posted by you on the App may or may not (at our discretion) remain on the App;

(d) you must immediately cease all activities authorised by these terms of use; and

(e) you must immediately delete or remove the App from all devices.

16.4 NannyTap has absolute discretion and the right to remove without cause

17. MISCELLANEOUS

17.1 – To contact us in writing send your communication to us by e-mail to NannyTap at info@NannyTap.com

17.2 – We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms of use that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (“Event Outside Our Control”). If an Event Outside Our Control takes place that affects the performance of our obligations under these terms of use:

(a) our obligations under these terms of use shall be suspended for the duration of the Event Outside Our Control; and

(b) we will use our reasonable endeavors to find a solution by which our obligations under these terms of use may be performed despite the Event Outside Our Control.

17.3 – We may transfer our rights and obligations under these terms of use to another organization, but this will not affect your rights or our obligations under these terms of use.

(a)– You may only transfer your rights or obligations under these terms of use to another person if we agree in writing.

(b)– A person who is not a party to these terms of use has no right to enforce any term of these terms of use.

17.4 – If we fail to insist that you perform any of your obligations under these terms of use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.5 – Each of the conditions of these terms of use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

17.6 – These terms of use shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms of use shall be subject to the exclusive jurisdiction of the English courts. In addition, you have the option to use

the Online Dispute Resolution (ODR) platform which is accessible here – http://ec.europa.eu/consumers/odr/index_en.htm.

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