

Terms of use Super Chill App

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Stichting Super Chill is on a mission to help 10 million children to have a healthy and positive mindset. We do this by offering children simple, playful and accessible little rituals and playful exercises and calming exercises in our Super Chill app (the “App”). The exercises are based on yoga, meditation and mindfulness.

[Download the print version here](#)

The App is offered and made available by Stichting Super Chill (hereinafter also: “Super Chill”, “we” or “our”). Stichting Super Chill is located at Jan van Galenstraat 51 in (1056 BH) Amsterdam and is registered with the Chamber of Commerce with number: 78604192. You can reach us by sending an email to support@superchill.org.

These Super Chill App Terms of Use (the “Terms of Use”) govern the use of the App. When using the App for the first time, a parent or other legal representative (“Grownup”) has to create an account and create a profile for each minor (“your child”). Where ‘you/your/you’ is used in these Terms of Use, this can also be the child, for example when a Grownup has the child perform certain actions or a child has his own mobile phone and controls it independently or uses the App. By downloading, installing, and/or using the App, you agree to these Terms of Use.

Important in advance

The App *may* promote the mental well-being of children. The App is expressly not intended to replace a consultation or treatment by a physician or other practitioner. Do you have any questions or doubts about your or your child’s health, treatment or medicines? Then we advise you to always contact your (general) doctor, specialist, pharmacist or other practitioner.

All exercises must always be carried out under the supervision of a Grownup.

Use of the App

The App is currently available for use on mobile phone or other portable device running Apple iOS and Android OS. The App can be downloaded free of charge from the Apple App Store or the Google Playstore. If the requirements for Apple iOS or Android OS change, you will need to download or run updates to continue using the App.

In order to use the App, you must have a mobile phone or other portable device with a (internet) connection. You must bear the costs of this yourself.

If you are under the age of 18, then you must have the permission from a Grownup before you may use the App. When using the App for the first time, a Grownup has to create an account and create a profile with each child. In this way, we expect to ensure that a child always has permission from a Grownup.

You are responsible for the careful use of the App. You must refrain from unauthorised or careless use of the App. Specifically, you should:

- **not use the App for any purpose other than as provided in these Terms of Use;**
- **only use the App for personal, non-commercial purposes, unless prior written consent has been obtained from us;**
- **not use the App for acts and/or conduct that violate applicable laws or regulations, good morals, public order or third party rights;**
- **not modify, copy, damage, overburden, interfere with or interfere with the use and functioning of the App;**
- **not upload, post, email, transmit, store or otherwise make available any materials that contain viruses or other computer code, files or programmes designed to impair, hinder or limit the normal operation of the App or any other computer software or hardware.**

If you violate these Terms of Use or use the App excessively, Super Chill has the right to immediately terminate your right of use. As soon as right of use is terminated, you will no longer be able to use the App and you will need to uninstall the App from your smartphone or other portable device.

We may modify the App and its content at any time. We may also opt to no longer offer the App or to no longer offer certain parts of the App. In that case, the right of the Grownup and the child to continue to use the App also ends. At the time of termination of the right of use, you will no longer be able to use the App and you will need to remove the App from your mobile phone or other portable device.

Account

In order to use the App, you must create an account. You are solely responsible for the accuracy and completeness of the data you provide to us and you will inform us of any change in the information you provide.

You are responsible for keeping your account and password(s) confidential and for restricting access to your mobile phone or other portable device. You are responsible for all activities performed via your account or password. You must take all necessary measures to ensure that your password remains secret and is kept secure. You must inform us without delay if there is a suspicion that a third party has obtained knowledge of your password or that the password is (suspectedly) being used without authorisation.

Intellectual property rights

All intellectual property rights relating to the App – including but not limited to the copyrights in the App, source code and all texts, (still and/or moving) images, sound material and other content in the App – belong to Super Chill or its licensors. No reproduction (including editing), disclosure and use other than as described in these Terms of Use is permitted without the prior written consent of Super Chill.

Subject to the terms of these Terms of Use, Super Chill grants you a limited, personal, revocable, non-exclusive, non-sublicensable, non-transferable, right to use the App and the content/videos contained therein for your own use for the duration of the use of the App.

You must refrain from any act that infringes the intellectual property rights of Super Chill and its licensors, or that interferes with, damages or jeopardises these rights.

Liability

The content in the App has been compiled with the utmost care, but its use is at your own risk. The App may promote the mental well-being of children. The App is expressly not intended to replace a consultation or treatment by a physician or other practitioner. All exercises should always be supervised by an adult (over 18 years of age).

The App is provided “as-is”. We cannot guarantee that the content in the App will be free of errors, defects, bugs, viruses and will be available without interruption.

Super Chill will not be liable for any direct or indirect damages arising out of or in connection with the downloading, installation and/or use of the App or the availability of the App. Indirect damage includes but is not limited to: consequential damage, system/computer failures, loss and/or corruption of data or its unsuccessful saving.

If it is established in court that Super Chill is not entitled to invoke the limitation of its liability in accordance with the provisions of this Article 4, then Super Chill's liability - regardless of the legal basis thereof - towards each user of the App is limited to an amount of €500 (five hundred euros) per event.

The limitation of Super Chill's liability as included in this article 4 shall not apply in the event that the damage is the result of intent or deliberate recklessness of Super Chill or its management personnel.

Privacy

For more information about how we handle the personal data that we collect, use, share or process about users of the App, please see our [Privacy Statement](#).

Changes

We reserve the right to unilaterally amend the Terms of Use at any time. You will be informed, in a timely manner, about the changed conditions upon next use or via the App or Playstore.

Use of the App after the date on which the amended Terms of Use have entered into force will constitute acceptance of the amended Terms of Use.

Applicable law

These Terms of Use are governed by Dutch law. Disputes concerning these Terms of Use and/or the use of the App will be submitted to the competent court in Amsterdam, unless mandatory law designates another competent court.

No waiver

If you violate these Terms of Use and we take no action against it, we are nevertheless entitled to exercise our rights on any other occasion where you breach these Terms of Use.

Contact

If you have any questions about these Terms of Use or the App, please email support@superchill.org.

Other

If at any time any provision of these Terms of Use is held wholly or partially invalid, unenforceable or unenforceable under applicable law and/or regulation, then the remaining (parts of) provisions of these Terms of Use shall remain in effect. The relevant provision shall be replaced by an alternative provision which, given the purpose and intent of these Terms of Use, deviates as little as possible from the original provision.