

# General Terms of Use

## MattiMilo

For users of the MattiMilo - app

Provided by Matti Caretech BV

Version 1.0 – September 2026

---

### MattiMilo – Strong for Care

### Summary of Key Terms

Welcome to MattiMilo.

MattiMilo helps you to be better informed and supported in relation to your care. We believe it is important that you understand what you can expect from MattiMilo and which terms apply when you use our app.

The key terms are summarised below. This summary does not replace the full General Terms of Use. Please therefore also read the complete **General Terms of Use** set out below.

- **MattiMilo is free of charge for clients** - We do not charge Clients for using the MattiMilo app.
- **MattiMilo helps you know who will be providing your care** - You can record care appointments and use MattiMilo to have a request sent on your behalf to the relevant Care Organisation asking it to confirm information about the announced Care Professional.
- **MattiMilo does not itself screen Care Professionals** - The employer and/or Care Organisation is responsible for screening and checking the Care Professional and for assessing whether that person is appropriately qualified and competent for the relevant assignment. MattiMilo does not assume this responsibility.
- **Confirmation is provided by the Care Organisation** - MattiMilo does not request copies of Care Professionals' diplomas, certificates, Dutch Certificates of Conduct (Verklaring Omtrent het Gedrag, VOG), identity documents or passports. Where a Care Organisation confirms a Care Professional, MattiMilo makes the status and relevant information provided by that organisation available to you.
- **MattiMilo does not provide care** - MattiMilo is not a care provider and does not provide medical advice, diagnosis or treatment. MattiMilo does not determine what care you require.
- **A signal is not a judgement** - If information does not correspond, a Care Organisation does not respond, or someone other than the person expected attends, MattiMilo may make this visible. This does not automatically mean that anyone has acted improperly or that fraud has occurred.
- **You can involve people you trust** - You may, for example, invite a family member, informal carer, friend or trusted neighbour. You decide which permissions that person receives within MattiMilo.
- **After care has been provided, you can indicate how you believe the appointment went** - MattiMilo uses simple, predefined response options wherever possible. Your answers reflect your own experience and observations.
- **The SOS function is not a substitute for 112** – The SOS function enables you to request assistance from designated Contact Persons. MattiMilo is not an emergency response service and cannot guarantee that anyone will respond immediately. In the event of an immediate threat to life or another acute emergency requiring professional assistance, call [112](#).
- **Use MattiMilo responsibly** - Enter information as accurately and truthfully as possible, protect access to your account, and do not misuse the app or SOS function or use them for unlawful

purposes. Matti Caretech BV may restrict, suspend or terminate accounts where their use is in serious or repeated breach of these Terms, in accordance with Article 20.

- **You can stop using MattiMilo** - You can delete your account through Settings in the MattiMilo app. Personal data associated with your account will subsequently be deleted within a maximum of 30 days, unless certain data must be retained for longer pursuant to a legal obligation.
- **Dutch law applies** - Any mandatory rights you have as a consumer remain fully applicable.

## Full General Terms of Use of MattiMilo

### 1. About MattiMilo and these Terms

#### 1.1

These General Terms of Use apply to the use of the MattiMilo mobile app by Clients and other persons who are permitted to use the app in accordance with these Terms.

MattiMilo is provided by:

**Matti Caretech BV**

Chamber of Commerce number: [42117759](#)

Correspondence address: **Burgemeester Drijbersingel 51, 8021 JB Zwolle, the Netherlands**

E-mail: [contact@mattimilo.nl](mailto:contact@mattimilo.nl)

Website: [www.mattimilo.nl](http://www.mattimilo.nl)

#### 1.2

In these Terms, the following definitions apply:

**MattiMilo:** the MattiMilo mobile application and the functionalities made available to Users within it by Matti Caretech BV.

**We, us, our or Matti Caretech:** Matti Caretech BV.

**User:** the natural person who uses the MattiMilo app.

**Client:** the person for whom care appointments and other functions within MattiMilo are used.

**Contact Person:** a person invited by a client through MattiMilo who has accepted that invitation.

**Care Professional:** the person who provides, or according to whom the care appointment is expected to provide, care or support to a Client.

**Care Organisation:** the organisation responsible for or involved in, the deployment of a Care Professional.

**Care Purchaser:** an organisation or authorised officer involved, within the applicable statutory and contractual framework, in the purchasing, funding or monitoring of care.

#### 1.3

These Terms relate to the **MattiMilo mobile app for Clients and Users**.

Separate agreements and terms may apply to MattiMilo's professional web-based environments for, for example, Care Organisations and Care Purchasers.

### 2. Acceptance of these Terms

#### 2.1

When you create a MattiMilo account, we will ask you to accept these General Terms of Use.

#### 2.2

Please read these Terms before accepting them. If you do not wish to accept these Terms, you cannot create an account or use functions for which an account is required.

### **2.3**

Our Privacy Statement is separate from these General Terms of Use. It explains which personal data MattiMilo processes, why we process them, with whom they may be shared, how we protect them, and what privacy rights you have.

## **3. Who may use MattiMilo?**

### **3.1**

MattiMilo has been developed for people who receive care or support and for persons who support them within the permissions granted for that purpose.

### **3.2**

Not every User needs to be able to use the app entirely independently. MattiMilo therefore provides options for involving trusted persons.

### **3.3 Minors and representation**

MattiMilo may also be used by or for a Client under the age of 18.

Where the consent of a parent, guardian or other legal representative is required for the creation or use of a MattiMilo account, such consent must be provided before the minor may use the relevant MattiMilo functions.

MattiMilo may request information necessary to record who provided the consent, that person's relationship to the minor, and when the consent was provided.

A parent, guardian or other legal representative acting on behalf of a minor must have the legal authority to represent that minor.

Consent provided through MattiMilo may subsequently be withdrawn. The consequences of withdrawal for the account and access to MattiMilo will be made clear when consent is withdrawn.

The consent or representation required depends on the minor's age, the relevant MattiMilo function, and applicable law.

## **4. What does MattiMilo do?**

### **4.1**

MattiMilo has been developed to provide Clients with greater insight, support and safety in relation to their care appointments.

Depending on the functions available, you may use MattiMilo, among other things, to record care appointments; obtain information about the announced Care Professional; have a verification request sent on your behalf to a Care Organisation; monitor whether a Care Organisation has responded; indicate after a care appointment how you believe the care proceeded; involve trusted Contact Persons; request assistance when you feel unsafe; and, where an unexpected person is at the door, make enquiries with the Care Organisation named by that person.

### **4.2**

Not all functions will necessarily be available to every User at all times. Certain functions may depend on the participation or co-operation of a Care Organisation, Care Purchaser or other party.

## **5. MattiMilo does not itself provide care**

### **5.1**

By providing the MattiMilo app, Matti Caretech BV does not become the care provider responsible for providing your care.

### **5.2**

MattiMilo does not make diagnoses, determine what treatment or care you require, or provide medical advice.

### **5.3**

MattiMilo does not replace a Care Professional, doctor, Care Organisation, legal representative, supervisory authority, emergency service or other professional body.

### **5.4**

Questions concerning your care, treatment or medical situation should be discussed with the Care Professional or Care Organisation responsible for your care.

## **6. Verification of an announced Care Professional**

### **6.1**

Where a Care Professional is expected to attend, MattiMilo may enable you to have a request sent on your behalf to the relevant Care Organisation.

### **6.2**

The Care Organisation may be asked to confirm that the relevant Care Professional is known to it, that the screening and checks required for the assignment have been carried out, and that the organisation considers the Care Professional appropriately qualified and competent for the assignment for which that individual is being deployed to provide your care.

### **6.3**

Responsibility for screening and assessing the Care Professional rests with the relevant employer and/or Care Organisation.

**MattiMilo does not itself carry out this screening or assessment.**

### **6.4**

As part of this process, MattiMilo does not request copies of Care Professionals' diplomas, certificates, Dutch Certificates of Conduct (VOG), identity documents or passports.

MattiMilo may, however, record and display the confirmation and status provided by the Care Organisation and, where relevant, an effective or expiry date.

### **6.5**

A confirmation displayed in MattiMilo means that the relevant Care Organisation has confirmed the information shown.

Such confirmation **does not constitute an endorsement, certification or independent guarantee by MattiMilo in relation** to the Care Professional.

## **6.6**

MattiMilo cannot guarantee that information provided to MattiMilo by a Care Organisation or other third party will always be complete, current or accurate.

Nevertheless, MattiMilo will make reasonable efforts to display the information received accurately.

## **7. If a Care Organisation does not respond**

### **7.1**

A Care Organisation may fail to respond to a request, may not respond in time, or may provide an unclear response.

MattiMilo may display the status of that request to you.

### **7.2**

The absence of confirmation does not, in itself, mean that the relevant Care Professional is unqualified, not competent or untrustworthy.

### **7.3**

Where available within MattiMilo and legally permitted, an authorised Care Purchaser or another authorised party may be involved in further enquiries or checks.

The conditions under which such a party is granted access are determined in part by applicable law and the authority granted to that party.

## **8. A different or unexpected Care Professional**

### **8.1**

Someone other than the Care Professional announced in advance may provide the care.

Following a care appointment, MattiMilo may therefore ask you whether the announced Care Professional actually provided the care.

### **8.2**

Where someone else attended, you may enter the name of the Care Professional who actually provided the care.

This field is intended for that person's name and not for medical information, allegations or other comments.

### **8.3**

If a person at your door does not correspond with the information shown in MattiMilo, the app may allow you to enter the name provided by that person and the Care Organisation they claim to represent.

MattiMilo may then submit this information on your behalf to the named Care Organisation for further enquiry.

### **8.4**

MattiMilo does not itself verify the person at the door. The relevant Care Organisation may indicate whether the person is known to it and whether that person's attendance corresponds with the care appointment.

## 8.5

MattiMilo does not decide whether or not you should allow someone into your home.

Even where a Care Organisation confirms a person, you remain free to decide whether to open the door.

If you feel unsafe or do not trust the situation, you may use the available assistance functions. In an acute emergency, call [112](#).

## 9. Your experience following the care appointment

### 9.1

Following a care appointment, MattiMilo may ask you how you believe the appointment went.

Questions may include, for example, whether the announced person actually attended, whether the care took place at approximately the agreed time, whether the appointment lasted approximately as long as agreed, and whether, in your view, the agreed care was provided.

### 9.2

MattiMilo uses predefined response options wherever possible.

There is no general free-text field for Client feedback.

### 9.3

The answers you provide reflect **your experience and observations** of the care appointment.

On the basis of those answers, MattiMilo does not independently determine what occurred as a matter of fact or law.

### 9.4

A discrepancy between the planned or recorded care and your answers constitutes a signal.

Such a signal does not automatically mean that a Care Professional or Care Organisation has made an error, breached any rules, or committed fraud.

### 9.5

Where permitted, such signals may be made available to authorised parties so that they can assess whether further enquiries, checks or other action are required.

## 10. Contact Persons and people who support you

### 10.1

Within MattiMilo, you may invite people you trust to support you.

This may, for example, be a family member, friend, informal carer or trusted neighbour.

### 10.2

Where you wish to add someone as a Contact Person, MattiMilo sends an invitation on your behalf to the e-mail address you provide.

The invited person may follow the link in the e-mail to MattiMilo and accept or decline the invitation.

Only after acceptance will that person be linked to you as a Contact Person.

### 10.3

You determine which permissions a Contact Person receives. Depending on the settings available, a person may, for example:

- be an **emergency contact only**;
- **be permitted to view information**; or
- **be permitted to manage appointments**.

### 10.4

A Contact Person's access is limited to the permissions granted to that person by the Client. The Client may change these permissions within the app. A Contact Person cannot independently extend the permissions granted to them.

The Client may terminate the connection with a Contact Person at any time by removing that Contact Person within the app.

When a Contact Person is removed, the connection is terminated. Personal data associated with that connection will be deleted within a maximum of 30 days, unless and to the extent that a legal obligation or another valid lawful basis requires certain data to be retained for longer.

### 10.5

Only invite people you trust and carefully check that you have entered the correct e-mail address.

## 11. SOS and requesting assistance

### 11.1

MattiMilo includes an SOS function that enables you, in certain situations, to request assistance quickly and discreetly.

### 11.2

Using predefined options, you can indicate what assistance you require, for example that you would like someone to come to you or that you would like to be called.

### 11.3

An SOS notification is sent to the Contact Persons designated for that purpose within MattiMilo and, where this has been configured for your circumstances, to other authorised recipients.

A designated Contact Person receives the SOS notification **in the MattiMilo app on their telephone**. In addition, the Contact Person receives a **push notification accompanied by an audible alert**, drawing their attention to the fact that an SOS notification has been received.

In order to receive a push notification, notifications for MattiMilo may need to be enabled on the Contact Person's telephone.

### 11.4

**MattiMilo is not an emergency response service.**

An SOS notification sent through MattiMilo is not a notification to 112.

MattiMilo cannot guarantee that a Contact Person or other recipient will receive or see the notification immediately or respond to it immediately.

### **11.5**

Within the SOS environment, MattiMilo may provide the option of calling 112 directly.

**In the event of an immediate threat to life or another acute emergency requiring professional assistance, call [112](#).**

### **11.6**

Where a recipient indicates through MattiMilo that they are taking action, MattiMilo may display that status to you.

This information is provided by the person concerned and does not constitute a guarantee by MattiMilo that assistance will be present at any particular time.

## **12. Your account and security**

### **12.1**

You require an account to use MattiMilo's personal functions.

### **12.2 Accurate personal data**

When registering, you must enter **your own accurate and current personal data**. These include your e-mail address, first name, birth surname, current surname where applicable, date of birth, postcode and house number.

Enter your name as it appears on your passport or identity card. This is important because MattiMilo uses these details to enable the Care Organisation and/or Care Purchaser involved in your care to identify you. Where a request or notification is sent from MattiMilo to a Care Organisation or Care Purchaser, these details are provided to the relevant organisation so that it can check its own records to determine whether you are known to it as a Client receiving care or as a person for whom care is being purchased or funded.

**MattiMilo does not request your Dutch Citizen Service Number (BSN) for this purpose.**

You should therefore use your own personal data and your own e-mail address. If the information does not correspond with the information under which you are known to the relevant organisation, that organisation may be unable to identify you as a Client.

### **12.3**

Your account is personal. Do not give others access to your personal login credentials.

If you wish another person to view information or support you, use the Contact Person and access functions provided by MattiMilo for that purpose.

### **12.4**

MattiMilo uses a login link sent to your registered e-mail address. This login link is valid for 15 minutes.

In addition, MattiMilo may support the use of a personal six-digit PIN on your device.

### **12.5**

If you use biometric unlocking on your iPhone or Android device, the biometric data remain on your device.

**MattiMilo does not receive, process or retain your biometric data.**

## **12.6**

If you believe that someone has gained access to your account without authorisation, please contact us as soon as possible.

## **13. Responsible use of MattiMilo**

### **13.1**

We ask you to use MattiMilo responsibly and to enter information accurately to the best of your knowledge.

### **13.2**

You must not use MattiMilo to gain unlawful access to another person's accounts, systems or data; knowingly provide false information with the intention of misleading others or causing harm; circumvent MattiMilo's security; deliberately interfere with the operation of MattiMilo; unlawfully collect or disseminate another person's personal data; knowingly misuse the SOS function; or use MattiMilo for any other unlawful purpose.

### **13.3**

An error made when entering information is not the same as misuse. Where possible, you should correct inaccurate information as soon as you become aware that it is incorrect.

## **14. Availability of MattiMilo**

### **14.1**

We make reasonable efforts to keep MattiMilo secure and properly available.

### **14.2**

We cannot, however, guarantee that the app will always be available without interruption, delay or technical error.

Disruptions may arise, for example, from maintenance, internet or telephone connections, failures affecting external service providers, updates, or circumstances reasonably beyond our control.

### **14.3**

For this reason in particular, you must not rely solely on MattiMilo's SOS function in circumstances requiring immediate professional emergency assistance.

## **15. Changes and updates to the app**

### **15.1**

MattiMilo may be modified or updated, for example, to improve functions, resolve security issues, comply with legislation, or make new functionality available.

### **15.2**

Certain updates may be necessary for the secure and proper operation of the app.

### **15.3**

Where a change has significant consequences for your use of MattiMilo, we will inform you insofar as this is reasonably necessary or legally required.

## **16. Intellectual property**

### **16.1**

The intellectual property rights in MattiMilo, including the software, name, design, texts, logos and other elements developed by Matti Caretech, belong to Matti Caretech BV or its licensors.'

### **16.2**

For as long as you comply with these Terms, you are granted a personal, limited, non-exclusive and non-transferable right to use the MattiMilo app for the purpose for which it has been made available.

### **16.3**

You may not, without permission, copy, sell or commercially exploit MattiMilo or attempt to reverse-engineer the software, except to the extent that applicable law does not permit such a restriction.

### **16.4**

Information that you yourself provide through MattiMilo does not automatically become the property of Matti Caretech BV by virtue of these Terms.

## **17. Personal data and privacy**

### **17.1**

Personal data are processed when MattiMilo is used.

How we process personal data is described in the **MattiMilo Privacy Statement**.

### **17.2**

MattiMilo is not intended for entering diagnoses, medical conditions, medication, treatment plans or other medical information.

Use name fields and other specific input fields only for the purposes for which they are intended.

### **17.3**

The Privacy Statement and these General Terms of Use each serve a separate purpose. These Terms govern the use of MattiMilo; the Privacy Statement explains how personal data are processed.

## **18. Third-party services**

### **18.1**

Technical services provided by third parties may be used in the operation of MattiMilo, for example for hosting, e-mail, push notifications, security or other technical support.

### **18.2**

To the extent that these parties process personal data on behalf of MattiMilo, this is governed in accordance with applicable data-protection legislation and our Privacy Statement.

### **18.3**

Where you use an external service from within MattiMilo, for example to make a telephone call directly, the terms of that external service may also apply.

## **19. Free use by Clients**

### **19.1**

The MattiMilo app is made available to Clients free of charge.

### **19.2**

Matti Caretech BV does not charge Clients a subscription fee or purchase price for use of the Client app.

### **19.3**

Normal charges associated with your own internet connection, mobile subscription or telephone calls are not included in MattiMilo's free availability.

### **19.4**

If MattiMilo introduces paid services for Clients in the future or charges a fee for certain additional functionality, no such charges will be imposed automatically.

You will be clearly informed in advance of the price and the terms applicable to the paid service or functionality. To the extent that your agreement is required in order to use a paid service or functionality, we will obtain it in advance.

## **20. Restriction, suspension, termination and deletion of an account**

### **20.1**

You may stop using MattiMilo at any time. You can delete your account through **Settings** in the MattiMilo app by selecting "**Delete account**".

Following deletion of your account, personal data associated with your account will be deleted within a maximum of 30 days, unless Matti Caretech BV is required by law to retain certain data for longer.

### **20.2 Temporary restriction or suspension**

We may temporarily restrict or suspend access to an account where this is reasonably necessary, for example in the event of a serious security risk, suspected misuse, unauthorised access, a legal obligation, or a serious breach of these Terms.

When deciding what measure to take, we will, insofar as the circumstances permit, take into account the nature and seriousness of the situation and will not impose a more restrictive measure than is reasonably necessary.

### **20.3 Notification and opportunity to respond**

Where circumstances permit, we will inform the User of the reason for a restriction or suspension and provide the User with an opportunity to respond or remedy the issue.

This may be omitted where immediate action is reasonably necessary, for example because of a serious security risk, unauthorised access, deliberate misuse of the SOS function, fraud, danger to others, or a legal obligation.

### **20.4 Termination by Matti Caretech**

Matti Caretech may terminate an account where a User seriously or repeatedly breaches these Terms and Matti Caretech cannot reasonably be expected to continue providing access to the account.

This may, for example, apply in cases of deliberate and serious or repeated misuse of MattiMilo; deliberate misuse of the SOS function; knowingly providing false information with the intention of misleading others or causing harm; deliberately compromising or circumventing MattiMilo's security; or conduct through MattiMilo that constitutes a criminal offence or gives rise to civil liability under applicable law towards Matti Caretech, other Users or third parties.

As a general rule, a less restrictive measure, such as a warning, temporary restriction or suspension, will first be applied where that measure can reasonably be regarded as sufficient. In a serious situation, Matti Caretech may terminate the account immediately where a less restrictive measure would not reasonably be sufficient.

An error made when entering or using data is not the same as misuse and does not, in itself, constitute grounds for termination.

Before terminating an account, we will inform the User of the reason and, where reasonably possible, provide an opportunity to respond or remedy the issue. This may be omitted where immediate action is necessary because of the nature or seriousness of the situation or where prior notification is prohibited by law.

## **20.5 Consequences of termination and objections**

Following deletion or termination of an account, personal data will be deleted in accordance with our Privacy Statement and applicable law. Data may be retained for longer where, and to the extent that, a legal obligation or another valid lawful basis exists for doing so.

If you disagree with a restriction, suspension or termination of your account, you may contact us at [contact@mattimilo.nl](mailto:contact@mattimilo.nl). We will review your response and inform you of the outcome.

## **21. Responsibility and liability**

### **21.1**

Matti Caretech is responsible for the MattiMilo service to the extent required under the agreement and applicable law.

### **21.2**

Matti Caretech is not the employer or commissioning party of the Care Professionals deployed to Clients and does not assume the statutory responsibilities of the relevant Care Organisation.

### **21.3**

The relevant Care Organisation remains responsible for its own screening, checks, statements, and assessment of the qualifications and competence of its Care Professionals.

### **21.4**

MattiMilo facilitates the exchange and visibility of information. We cannot guarantee the accuracy of information provided to MattiMilo by a Client, Contact Person, Care Organisation, Care Professional, Care Purchaser or other third party.

We remain responsible for our own obligations concerning the operation of the MattiMilo service in accordance with applicable law and this agreement.

### **21.5**

A confirmation, status, notification or signal within MattiMilo must not be construed as an independent guarantee by Matti Caretech that a person is trustworthy, that a care appointment will in fact proceed in a particular manner, or that no incident will occur.

### **21.6**

MattiMilo does not make medical decisions or provide medical advice. Matti Caretech is therefore not responsible for medical decisions made by Users or healthcare professionals.

### **21.7**

Nothing in these Terms is intended to exclude or limit liability to the extent that such exclusion or limitation is not permitted under mandatory Dutch law.

## **22. Force majeure**

Matti Caretech is not responsible for any failure or delay in performing its obligations where this is caused by circumstances reasonably beyond its control, to the extent and for as long as permitted by law.

Such circumstances may include, for example, serious internet or telecommunications failures, failure of essential infrastructure, governmental measures, or other exceptional circumstances.

This provision does not limit any rights you have under mandatory consumer law.

## **23. Changes to these Terms and to MattiMilo**

### **23.1**

We may amend these General Terms of Use or MattiMilo where there is a reasonable basis for doing so, for example because of changes to MattiMilo, security requirements, technological developments, changes in legislation or regulation, or changes in the manner in which the service is provided.

### **23.2**

A modification to MattiMilo for which you are not required to pay separately may be made where there is a valid reason for doing so.

If a modification has significant consequences for your access to or use of MattiMilo, we will inform you clearly and in good time before the modification takes effect.

### **23.3**

If a modification has more than a minor adverse effect on your access to or use of MattiMilo, you will have the rights provided to you by law in those circumstances, including, where applicable, the right to terminate the agreement free of charge.

### **23.4**

Where the law requires us to obtain your express agreement or consent again in connection with a modification, we will obtain it before applying the relevant modification to you.

## **24. Apple App Store and Google Play**

### **24.1**

Where you download MattiMilo through the Apple App Store or Google Play, the applicable terms of Apple or Google governing the use of their respective platforms and services apply in addition to these General Terms of Use.

## **24.2**

The agreement governing your use of MattiMilo to which these Terms apply is entered into between you and Matti Caretech BV.

Apple and Google are not parties to this agreement.

## **24.3**

Matti Caretech BV is responsible for MattiMilo and for the maintenance and support of the app to the extent required by law and these Terms.

Apple and Google are not responsible for the maintenance or support of MattiMilo and have no obligation to provide care, support or emergency assistance through MattiMilo.

## **24.4 Additional terms applicable to Apple**

Where you have obtained MattiMilo through the Apple App Store, the following provisions also apply:

### **a. Licence**

You are granted a personal, limited, non-exclusive and non-transferable right to use MattiMilo on Apple-branded products that you own or control, and as permitted by the applicable usage rules set out in Apple's terms.

### **b. Maintenance and support**

Matti Caretech BV, and not Apple, is responsible for the maintenance and support of MattiMilo to the extent required by law or these Terms.

### **c. Warranty**

To the extent that statutory or other applicable warranties apply to MattiMilo, Matti Caretech BV is responsible for those warranties.

Where MattiMilo fails to conform to an applicable warranty, you may notify Apple. To the extent applicable under Apple's terms, Apple may refund the purchase price paid for the app. As the MattiMilo app is currently provided free of charge, that purchase price is €0.

### **d. Claims relating to MattiMilo**

Matti Caretech BV, and not Apple, is responsible for addressing claims made by you or third parties relating to MattiMilo or your possession or use of it, including, where applicable, product liability claims, claims that MattiMilo fails to comply with applicable legal or regulatory requirements, and claims arising under consumer-protection law.

### **e. Intellectual property rights**

Where a third party claims that MattiMilo or your possession or use of MattiMilo infringes that third party's intellectual property rights, Matti Caretech BV, and not Apple, is responsible for addressing that claim to the extent required by applicable law.

### **f. Third-party terms**

When using MattiMilo, you must comply with applicable third-party terms, for example the terms of your internet or mobile service provider.

### **g. Export and sanctions requirements**

You represent and warrant that you are not located in a country or territory that is subject to a United States Government embargo or that has been designated by the United States Government as a country or territory supporting terrorism, and that you are not included on any United States Government list of prohibited or restricted parties.

#### **h. Apple as third-party beneficiary**

Apple and its subsidiaries are third-party beneficiaries of these General Terms of Use insofar as these Terms relate to the version of MattiMilo obtained through the Apple App Store.

Upon your acceptance of these Terms, Apple will have the right, as a third-party beneficiary, to enforce against you those provisions of these Terms that are relevant to Apple.

## **25. Complaints and contact**

If you have a question or complaint concerning MattiMilo or these Terms, please contact us:

#### **Matti Caretech BV**

Burgemeester Drijbersingel 51

8021 JB Zwolle

The Netherlands

E-mail: [contact@mattimilo.nl](mailto:contact@mattimilo.nl)

For questions concerning personal data, please contact:

[privacy@mattimilo.nl](mailto:privacy@mattimilo.nl)

We will first seek to resolve any complaint together with you.

## **26. Governing law and disputes**

### **26.1**

These Terms and the agreement governing the use of MattiMilo are governed by Dutch law.

### **26.2**

This choice of law does not deprive a consumer of the protection afforded by mandatory provisions of law that would otherwise apply.

### **26.3**

In the event of a dispute, Matti Caretech and the User will first seek to resolve the matter amicably.

If no resolution can be reached, the dispute will be submitted to the competent court of the **District Court of Overijssel, Zwolle location**, unless mandatory law provides that another court has jurisdiction.

## **27. Final provisions**

### **27.1**

If any provision of these Terms is found to be invalid or unenforceable, this does not automatically render the remaining provisions invalid or unenforceable.

### **27.2**

A failure by Matti Caretech to enforce a right immediately does not constitute a waiver of that right.

### **27.3**

Matti Caretech may transfer its rights and obligations relating to MattiMilo only to the extent permitted by law and provided that Users' rights are respected.

#### **27.4**

**The Dutch-language version of these Terms is the original version.**

## **MattiMilo**

### **Strong for care**

We believe that everyone is entitled to safe care.

MattiMilo helps you gain greater insight into who is providing your care, involve people you trust, and request assistance when something does not appear to be right or when you feel unsafe.

**More eyes.**

**More ears.**

**More safety.**