

# **General terms and conditions for the use of the heynanny portal by nannies**

These terms of use for nannies apply from July 31, 2023

## **1. Vorbemerkungen & Geltungsbereich**

- 1.1 These general terms and conditions (hereinafter referred to as "GTC") apply to the use of the online mediation portal heynanny (hereinafter referred to as "portal") operated by heynannyly GmbH (hereinafter referred to as "Hey") in the legal relationship between Hey and the nannies. This portal is accessible via [www.heynanny.com](http://www.heynanny.com) as well as via a web application.
- 1.2 The portal serves the placement of nannies to users. The term nanny is to be understood as gender-neutral and includes all m/f/d persons who care for children aged 0 to 14 years and seniors in a needs-oriented manner. Care is to be understood broadly to include homework assistance, pick-up/drop-off services, and any other services offered through Hey. User (also to be seen as gender-neutral) refers to all natural and/or legal persons who request care services.
- 1.3 Hey offers the registered users of the portal the possibility to directly commission the care services offered by the nannies via this portal and thus to have their child or children or family-related relatives of senior age cared for by the nanny accordingly.
- 1.4 Hey will only act as an intermediary between the users and the nannies. A contract about the ordered care service is exclusively concluded in the legal relationship between user and nanny.
- 1.5 These GTC apply exclusively to the nannies. The legal relationship between the portal and the users is additionally regulated by separate GTC ("GTC HEY"). These can be found in the footer of the website [www.heynanny.com](http://www.heynanny.com).
- 1.6 Hey does not accept any terms and conditions of the User that contradict or deviate from these GTC, unless the validity is explicitly agreed upon in writing.

## **2 Registration**

- 2.1 The basis for the use of the portal and the related services is the conclusion of a user contract between the nannies and Hey. The use of the portal and the services of Hey requires on the part of the nannies the prior successful registration and agreement to the currently valid GTC of the nannies as well as the creation of a corresponding account. By completing the registration process, the nanny makes an offer to conclude a contract of use for the use of the portal. Hey accepts this offer of the nanny by providing the corresponding services. Only by the acceptance the contract of use between the Nanny and Hey is concluded.

- 2.2 The registration is open to all natural persons from the age of 16.
- 2.3 The registration is free of charge for the nannies, i.e. without payment of a fee. It is possible that Hey will charge a registration fee later on. However, this would be transparently disclosed to the Nanny during the registration process.
- 2.4 When registering, every nanny has to define a password chosen by herself and is also obliged to keep the chosen password secret. Hey points out that claims against the Nanny are possible in case of non-compliance with the obligation of secrecy. The Nannies undertake to inform Hey immediately in case of suspicion of unauthorized use of the user account and to change the password immediately.
- 2.5 When registering, the nanny is obliged to provide truthful information about herself. The following things must be stated:
- First name
  - Surname
  - ZIP code
  - Date of birth
  - Gender (m/f/d)
  - Information on whether the nanny is self-employed
  - Information about the hourly rate for which the nanny is willing to offer her care services
  - Information about how many children the nanny is willing to take care of at the same time
  - Information about whether the nanny also wants to be bookable on the same day as part of the express booking. An "express booking" is when the childcare time is less than 12 hrs in the future.
  - Information about whether the nanny owns a car and can use it to that extent (optional information).
  - Information on whether the nanny is still a student (student card).
  - Information on which languages the nanny speaks (by "speaks" in this respect is meant that the nanny should be able to converse with the children in that language if a language is indicated)
  - Information about whether the nanny provides homework assistance
  - Information on whether the nanny smokes
  - Information about whether pets are okay with the nanny
  - Information about the radius around one's zip code area in which the nanny plans to offer her care services.
  - Information about whether the nanny has children of her own
  - Information about how many years of experience the nanny has in the relevant care area.
  - Information about whether the nanny has pedagogical training

The nanny is also required to upload a recent photo of herself and enter personal information in the bio. In addition, the nanny is required to upload a copy of the ID card in legible form with front and back, or to follow the verification instructions via Nect's ID Check.

The nanny can also upload an extended certificate of good conduct, a first aid certificate for children, a certificate of training as an educator or certificates of previous au pair/ babysitter activities or similar reference documents. Hey reserves the right to check the completeness, quality and recognizability of the information and, if necessary, points out to the nanny documents that need to be improved. An obligatory inquiry of the police extended certificate of good conduct takes place in the field of infant care for all male applicants from the age of 18. The complete registration can only take place after all the information mentioned in section 2.5 and the further information mentioned in this margin note has been provided.

- 2.6 If the Nanny has a work permit, the Nanny is obliged to submit it to Hey in electronic form with all necessary attachments without being asked.
- 2.7 If the Nanny works professionally on a self-employed basis and does not fall under the small business regulation as usual, the Nanny is obliged to inform Hey about this in written form to [team@heynanny.com](mailto:team@heynanny.com) without being asked.
- 2.8 Hey offers a calendar function. Hereby the nannies can deposit when they are available. Only when the calendar is filled, the nanny will be displayed to the users in the search masks.
- 2.9 The Nanny undertakes to notify heynannyly of any changes with regard to the aforementioned data during the entire term of the User Agreement and also to continuously check the data to ensure that it is up to date.
- 2.10 The GTCs used as a basis for the registration are available to the nannies at any time in the most current version on the website of Hey at [www.heynanny.com](http://www.heynanny.com). The reference and confirmation of the acceptance of the GTC is made by the Nanny in the course of the registration process.
- 2.11 Each Nanny may only register once and may only have a single account. Should Hey determine that a Nanny has multiple accounts, Hey will delete all accounts except for a single account after consultation with the Nannies concerned.
- 2.12 There is no right to a registration.
- 2.13 Hey reserves the right to refuse registration requests or to delete profiles and to block users' access to the portal and the profiles if (i) other users are discriminated or bullied in a legally relevant way, (ii) hate postings are published, (iii) other users are insulted in a criminally relevant way or (iv) users repeatedly cancel appointments with the nannies booked at short notice.
- 2.14 For the purpose of using the portal and the services in the contractually intended scope Hey grants the users the simple, spatially unlimited, temporally limited, revocable, non-transferable right to use the portal as well as the services in the respective version provided by Hey. The users do not acquire any property rights to the portal. All rights to the Portal and the Services remain with Hey.

- 2.15 The Nanny expressly agrees to communication and contact by Hey. Depending on the urgency of the request, this can also be done by telephone in individual cases (e.g. Nanny does not appear at the confirmed appointment), but usually by WhatsApp, SMS or by e-mail.
- 2.16 Insofar as the Nanny is not registered by the Users within the scope of a marginal employment, but works independently on the basis of a trade license, the Nanny hereby declares that the care service offered on the portal is provided exclusively within the scope of the registered trade.

### **3 Booking process / conclusion of contract**

- 3.1 Users can select a nanny according to the aforementioned criteria on the basis of the zip code in the profile and on the basis of the date and desired time as well as the age of the children (baby 0 - 1, toddler 1 - 3, daycare child 3 - 6, school child 6 - 10 (so-called school child mini), school child 11 - 14 (so-called school child maxi)).
- 3.2 Hey determines the nannies that are suitable based on the query criteria on the basis of the specified parameters of the users and displays the corresponding profiles of the matched nannies to the users. The display of a matched nanny does not constitute an offer on the part of the nanny.
- 3.3 Once the users have decided on a nanny, they can submit a binding offer by clicking on the button "Send request".
- 3.4 The nannies are obligated to confirm or reject the booking request of the users as soon as possible, however, no later than 12 hours after receipt or, in case of short-term requests, 4 hours before the booking date to take place. Upon acceptance of the offer, the users will receive a booking confirmation from Hey. At the same time, the nannies will also receive a booking confirmation with the users' contact information. If special features have to be taken into account for the care, the users will inform the nanny in time according to clause 6 of the GTC Users. Hey accepts the declaration of acceptance from the nanny in the name of a third party and with effect for and against the user. If the booking request is not answered within the above mentioned acceptance period, the offer is considered rejected. An acceptance shall not be considered as a new offer. If the offer is rejected, the Users shall receive a message stating that the offer has been rejected and that they can choose a new Nanny.
- 3.5 In case of a contract conclusion, the Nanny agrees with a transfer of personal contact information to the respective User in connection with the implementation and billing of an agreed service. The address, ID and uploaded documents of the Nanny cannot be viewed by the User at any time, but are only used for internal verification and exact matching of the Parents and the Nanny.
- 3.6 The Nanny pays attention to appropriate dress and behavior when booking. Particular sensitivity applies in connection with bookings via third parties (hotel, company, corporate events). In case of ambiguities and questions

about the care framework, the nanny agrees to proactively inquire via the chat function of the portal.

#### **4 Cancellation of booked appointments**

- 4.1 Users can cancel the contracted services in their profile on the portal. If the cancellation is made up to 24 hours before the booked appointment, then the user will be refunded by Hey the total fee collected online in advance. The same applies if the nanny cancels or does not show up for the booked appointment. Consequently, the hours of care that did not take place will not be reimbursed then.
- 4.2 If the User cancels the appointment with the Nanny less than 24 hours before the booked appointment, the total fee is due and the hourly wage of the Nanny will not be withdrawn.

#### **5 Search parameters**

- 5.1 In the search mask, users have the option to select a nanny located in this postal code district based on the postal code. In the first step, the user is shown all nannies who offer their care services in this zip code district.
- 5.2 In addition, the users have the possibility to select a nanny based on the age of the children (baby 0 - 1, toddler 1 - 3, daycare child 3 - 6, school child 6 - 10 (so-called school child mini), school child 11 - 14 (so-called school child maxi) according to the previously mentioned criteria.
- 5.3 Hey determines the nannies that are suitable based on the query criteria (e.g. - availability, language, previous experience) on the basis of the specified parameters of the users and displays the corresponding profiles of the matched nannies to the users.

#### **6 Suspension, Restriction or Termination of the Matching Possibility**

Hey is entitled to immediately limit or suspend the provision of the Portal for a Nanny if

- The Nanny has provided incorrect information or other inaccurate and/or incomplete information
- Complaints are received from users regarding the nanny provided through the portal
- The nanny no longer fulfills the requirements for the provision of services for the portal
- The nanny has repeatedly failed to respond to a booking request within the period specified in these GTCs
- The nanny has shown a serious misconduct (has not appeared unannounced at the agreed date or similar) without a provable reason (e.g. accident, sick leave)
- Hey is subject to legal or officially ordered obligations that require suspension or restriction of the portal for a particular nanny.

- 6.1 Hey is entitled to completely terminate the provision of the portal for a Nanny in compliance with the following specification, if the Nanny repeatedly provides incorrect information about Hey or the services to be arranged.
- 6.2 In case Hey decides to completely terminate the provision of the portal for the mediation of care services of a Nanny, it shall send a justification of this decision to the Nanny concerned on a durable data carrier at least 3 days before the termination takes effect.
- 6.3 Hey is entitled to restrict or terminate the provision of the Portal as a whole subject to a notice period of 3 days.

## **7 Insurance**

- 7.1 Hey has taken out a liability insurance for personal injury and property damage, which includes and co-insures all nannies mediated via the portal as an insured person for any damage.
- 7.2 With this insurance every registered mediated Nanny is co-insured, as far as the Nanny does not indicate to Hey that she is in possession of a valid liability insurance.
- 7.3 Hey points out by way of clarification that in case of an insured event a deductible in the amount of EUR 100.00 is to be paid by the Nanny.
- 7.4 The Nanny agrees to the passing on of her personal data as well as the data on the arranged care service (place, time and duration of the arranged care service) to the insurance company.
- 7.5 The handling of damages and assertion of a claim against the Nanny and/or the insurance company is the sole responsibility of the user. Hey will support this - without assuming any obligation - as far as possible in case of need.

## **8 Payment processing**

Payment processing is carried out by Stripe Payments Europe, Ltd, c/o A&I Goodbody, Ifsc, North Wall Quay, Dublin 1, Ireland (hereinafter "Stripe"), subject to the Stripe Terms of Use, available at <https://stripe.com/de/terms>, to which Hey assigns its payment claim. Stripe collects the invoice amount from the specified account of the user. In case of assignment, payment can only be made to Stripe with debt-discharging effect. The complete payment processing takes place online. Any Stripe costs incurred can be credited pro rata to the payment in the future if required.

## **9 Data protection**

The data protection framework conditions result from the privacy policy.

## **10 Liability**

- 10.1 Hey does not assume any responsibility for the execution and its quality of the service mediated by Hey. Hey is also not liable for any damages caused to the Nanny, the User and/or third parties due to and/or in connection with the provision of the service by the Nanny.
- 10.2 For claims due to damages caused by Hey, its legal representatives or vicarious agents, Hey is always liable without limitation:
- In the event of injury to life, limb or health
  - In case of intentional or grossly negligent breach of duty
  - In the case of warranty promises, insofar as agreed, or
  - Insofar as the scope of application of the Product Liability Act is opened.
- 10.3 In case of violation of essential contractual obligations, the fulfillment of which enables the proper execution of the contract in the first place and the observance of which the contractual partners may regularly rely on (cardinal obligations), by slight negligence of Hey, the legal representatives, executive employees or vicarious agents, the liability is limited to the amount of the damage foreseeable at the time of the conclusion of the contract, the occurrence of which must be typically expected. Apart from that, claims based on slight negligence are excluded.
- 10.4 Hey does not assume any responsibility for contents of external websites to which links are provided on the portal or the website of Hey for reasons of facilitated navigation.

## **11 Prohibition of circumvention**

- 11.1 We at Hey try to provide the best possible service for our users. Therefore, it is essential to our business model that bookings also take place through the portal. Users are not allowed to pass on the contact with the nanny opened by Hey to third parties, not to exploit it and not to bypass Hey's placement system.
- 11.2 Nannies are obliged to observe the aforementioned prohibition and not to directly or indirectly encourage users to violate it.
- 11.3 Should the Nannys violate the aforementioned regulations, Hey is entitled to terminate the user contract with Hey without notice. Hey expressly reserves the right to possible claims for damages.
- 11.4 Furthermore, the nannies are obliged to pay a lump-sum compensation in the amount of EUR 1,000 to Hey. The user is allowed to prove that no damage at all or a smaller damage has occurred.

## **12 Evaluation**

- 12.1 Hey reserves the right to offer the user the possibility of evaluation after completion of the mediated service. This can be done as currently already via all communication channels of Hey and/or via an evaluation function in the web application itself.
- 12.2 The anonymous reporting of complaints is possible for Nanny as well as parents via Hey.

## **13 Termination of the user relationship**

- 13.1 The user relationship is concluded for an indefinite period of time. It can be terminated by Nanny by giving notice in text form without observing a period of notice. Confirmed bookings are still to be executed in full regardless of the termination in any case. Otherwise Hey reserves the right to assert corresponding claims for compensation.
- 13.2 For this purpose, it is sufficient if the user goes to the link "Delete account" in his profile on [www.heynanny.online](http://www.heynanny.online) in the account under Profile.

## **14 Intellectual property rights**

- 14.1 Hey is the owner of all intellectual property rights of the Portal. This concerns in particular the copyrights to the software code of the portal, the trademark and domain as well as rights to the posted photos, texts, videos and marketing materials in the portal and on the website.
- 14.2 All intellectual property rights remain exclusively with Hey. In particular, the Nanny is not allowed to reproduce, distribute or commercially use the contents of Hey without the consent of Hey.
- 14.3 Hey grants the Nannies for the purpose of the use of the Portal and the Services in the contractually provided scope the simple, spatially unlimited, temporally limited, revocable, non-transferable right to use the Portal as well as the corresponding Services provided to Hey for the term of the respective user contract. The users do not acquire any ownership rights to the portal. All rights to the platform and services remain with Hey.

## **15 Changes GTC**

- 15.1 The GTC in the version valid at the time of registration and made available to Nanny apply in each case. Hey is entitled to change its GTC with a corresponding notice period if a change (i) is necessary and (ii) the user is not unreasonably disadvantaged thereby.
- 15.2 Hey informs the Customer about any changes of the GTC in text form four weeks before they become effective. If the user does not agree with the changes, he can object to them. The objection can be submitted by e-mail. Hey will inform the User about the existence of the right of objection in the notification of change and also about the fact that the changes will be



considered as approved if the User does not object to the change of the GTC within four weeks after receipt of the notification of change.

- 15.3 In case of objection regarding the change of the GTC, Hey reserves the right to terminate the user relationship with immediate effect.

## **16 Final Provisions**

- 16.1 These GTC shall be governed exclusively by German law to the exclusion of the provisions of the United Nations of Convention on Contracts for the International Sale of Goods (CISG, "UN Sales Convention").
- 16.2 In the case of consumers, this choice of law shall only apply to the extent that the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has his habitual residence.
- 16.3 Exclusive place of jurisdiction for legal disputes between Hey with merchants, legal entities under public law or special funds under public law arising from contracts is the place of business of Hey.
- 16.4 Hey is entitled to transfer rights and obligations from the user contract in whole or in part to third parties.
- 16.5 Should any provision of these GTC be or become invalid or unenforceable in whole or in part or should these GTC contain one or more gaps, the validity of the remaining provisions shall remain unaffected. In place of the invalid, unenforceable or missing provisions, such provision shall be deemed agreed as the parties would have made in accordance with the economic purpose pursued by them with this contract, had they considered the relevant point.