

# Our General Terms and Conditions

These are the General Terms and Conditions of Care.com/en-ie - also referred to below as “Website”. The offer is made by Care.com Europe GmbH, Rotherstr. 19, 10245 Berlin, hereafter also referred to as “Care.com Europe” and /or “Care.com”.

## § 1 Scope

(1) The following General Terms and Conditions govern the contractual relationship between Care.com Europe GmbH and the consumers and contractors who will take up the Internet offer of Care.com Europe GmbH (“Member”, “User”).

(2) The “Members” are either those who offer service (“Service Providers”) or those who are looking for service (“Service Seekers”).

(3) “Consumers” in the context of these terms and conditions are defined in accordance with §13 BGB, hence, as natural persons who enter into a business relationship with Care.com Europe GmbH outside of their occupational or self-employed professional activities.

“Contractors” in the context of these terms and conditions are defined pursuant to § 14 BGB, hence, as natural and legal persons or partnership with legal personality who enter into a business relationship with Care.com Europe GmbH in the course of their commercial or self-employed professional activities.

(4) Only these General Terms and Conditions shall apply to all users of the Website. The users’ conditions which may deviate are not legally enforceable even when not expressly contradicted by Care.com Europe GmbH.

## § 1a Company Licenses

(1) Company license is required from the Contractor who is a “Service Provider” and/or “Service Provider”.

(2) Company license is also required from the Contractor who would like to contact a “Service Provider” and/or “Service Provider”.

(3) Registering on Care.com Europe GmbH as a business entity without the appropriate Company Licence is not permitted. Where a Company Licence is not offered through normal online registration you can request one by contacting Care.com Europe GmbH at: [MemberCareIE@care.com](mailto:MemberCareIE@care.com). A company licence is granted by individual authorization and Care.com Europe GmbH reserves the right to refuse the granting a company licence without providing its reasons.

(4) In case of violations the parties agree on a contractual fine in accordance with the conditions and as governed by § 4 par. (6).

## **§ 2 Conclusion of Contract**

- (1) A prerequisite to access to the use of the Care.com Service is the registration.
- (2) The registration is granted to natural persons only when they are of age.
- (3) With the registration the user acknowledges these General Terms and Conditions. With the registration there shall be a contractual relationship between Care.com and the registered user which is in accordance with the provisions of these General Terms and Conditions.
- (4) With the order of a fee-based service, the registered user shall enter into a further contractual relationship with Care.com which is separate from the registration. The user shall be informed about the respective fee-based services and terms of payment prior to the conclusion of these contract. The contractual relationship shall be established with the confirmation, upon Click, of the order and the user's payment obligation.

## **§ 3 Scope of Services Description / Expiration of Booked Premium Services**

- (1) Care.com Europe GmbH operates an website through which both those seeking services and those providing services are registered under the following portals:
  - [www.care.com/en-ca](http://www.care.com/en-ca) (Registered as CareZen Family Solutions, Inc. 603 - 1112 West Pender Street, Vancouver, BC Canada V6E 2S19)
  - [www.care.com/en-gb](http://www.care.com/en-gb) (Registered as Care.com Europe LTD., 209 Tower Bridge Business Center, 46-48 East Smithfield, London E1W 1AW)
  - [www.care.com/en-au](http://www.care.com/en-au) (Registered as Care.com Australia Pty Ltd, PO Box 629, North Sydney NSW 2059)
  - [www.care.com/en-ie](http://www.care.com/en-ie) (Registered as Care.com Europe GmbH, Rotherstr. 19, 10245 Berlin)
  - [www.care.com/fr-fr](http://www.care.com/fr-fr) (Registered as Care.com Europe GmbH, Rotherstr. 19, 10245 Berlin)
  - [www.care.com/fr-be](http://www.care.com/fr-be) (Registered as Care.com Europe GmbH, Rotherstr. 19, 10245 Berlin)
  - [www.care.com/nl-be](http://www.care.com/nl-be) (Registered as Care.com Europe GmbH, Rotherstr. 19, 10245 Berlin)
  - [www.care.com/nl-nl](http://www.care.com/nl-nl) (Registered as Care.com Europe GmbH, Rotherstr. 19, 10245 Berlin)
  - [www.care.com/sv-se](http://www.care.com/sv-se) (Registered as Care.com Europe GmbH, Rotherstr. 19, 10245 Berlin)
  - [www.care.com/fi-fi](http://www.care.com/fi-fi) (Registered as Care.com Europe GmbH, Rotherstr. 19, 10245 Berlin)
  - [www.care.com/da-dk](http://www.care.com/da-dk) (Registered as Care.com Europe GmbH, Rotherstr. 19, 10245 Berlin)
  - [www.betreut.de](http://www.betreut.de) (Registered as Care.com Europe GmbH, Rotherstr. 19, 10245 Berlin)
  - [www.betreut.at](http://www.betreut.at) (Registered as Care.com Europe GmbH, Rotherstr. 19, 10245 Berlin)
  - [www.betreut.ch](http://www.betreut.ch) (Registered as Care.com Switzerland AG, Limmatquai 94, 8001 Zurich)

The registered service providers listed above centrally store the profile data of service seekers and service providers to enable the searching and matching of services.

(2) All Service Providers and Service Seekers can initially register free of charge and with this use the Portal without restrictions. Care.com reserves the right to vary the scope of the unrestricted use of these cost-free registrations according to place and time period.

(3) Furthermore, fee-based premium services, whose scope and period of validity depends on the offer made at the time of the booking, can be booked. If the fee-based service is terminated, the paid services shall be dropped, hence, for example, access to the contact data contained in the post office box and email shall no longer be possible.

(4) Where Care.com Europe GmbH offers its premium services through a purchased number of claims (in particular "credits") rather than time based periods, the right to claim these services will be forfeited upon the end of the third calendar year after their purchase.

(5) Care.com does not assume any warranty that a successful establishment of contact shall take place.

#### **§ 4 Prices**

(1) To use Care.com registration is first required. With the registration at Care.com, the Service Seeker or the Service Provider will initially become a member free-of-charge.

(2) Only by selecting a premium service (e.g. through a premium membership or by "credits"), the scope of service can be extended by the "service seeker" or the "service provider". Premium (paid) services are only extended to "service seekers" or "service providers" who subscribe to a premium membership or purchase "credits". If a user wants to use a premium service, they will be referred to their particular cost obligation where the respective additional scope of services, costs incurred and the method of payment are listed. By clicking the button "Purchase", these are accepted by the user.

(3) The operator reserves the right to charge different payment schemes for different booking dates and user groups, and in particular, for different user periods, and also to offer different scopes of service.

(4) Those "service seekers" and "service providers" operating as a business when using the services provided by Care.com Europe GmbH require Company Licence provided through a separate registration process (see § 1a).

(5) A culpable breach of the rules as set out in paragraph (4) entitles Care.com Europe GmbH to claim a contractual penalty of €100.00 in the first instance of an infringement and, for each subsequent infringement, a contractual penalty to the sum of € 500.00. The right to assert contractual penalties for infringements shall remain unaffected where contractual penalties are forfeited.

#### **§ 5 Payment Terms, Due Date, Automatic Renewal / Subscription**

(1) Any incurring charges must be paid in advance on the date due without deduction to Care.com Europe GmbH. The settlement is carried out by a payment service provider whose costs are borne by Care.com Europe GmbH.

Users can select to pay for a premium membership of 1 week or 1, 3, 6 or 12 months (depending on the current offers and available). Care.com Europe GmbH reserves the right to change and modify the above-mentioned running times at any time.

When "Credits" are purchased, the member can choose between a one-off purchase and a subscription. In the case of a subscription, when a user attempts to use credits for paid services with insufficient credits their account will be automatically re-purchased at the same price as the initial order and credited to the users account.

**(2) The fee-based service is automatically renewed at the end of the original purchased duration (subscription) or renewed automatically when the purchased volume ("credits") is used, unless otherwise terminated by users through notification by telephone, e-mail or letter. For the termination of paid services see § 6.**

(3) With the registration, by providing information necessary for the payment procedure as well as the use of the fee-based service the user grants the operator the right to debit the corresponding amount.

## **§ 6 Registration, termination**

(1) Moreover, the user certifies that he - and in accordance with his knowledge, no member of his household - has not been convicted of a criminal act which threatens the security of a third party, in particular a crime against sexual self-determination (§§ 174 ff. StGB), a crime against life (§§ 211 ff. StGB), a crime against physical integrity (§§ 237 ff. StGB) or theft, blackmail (§§ 249 ff. StGB) or drug abuse.

(2) A user account is for his / her exclusive and personal use, and a user may not authorize a third party to use this account. A user may not assign his/her account to a third person.

(3) A user has the right, subject to the provision in par. 4, to unsubscribe at any time, without having to indicate a reason, in writing by postal mail, email or telephone. At the same time, with the exclusive use of the basic membership free-of-charge, this can be completely and personally deactivated within the data and settings in the user account. Consequently this terminates the contractual agreement that was drawn previously.

(4) Users must terminate their subscription at least 7 calendar days before the end of their current subscription. Failure to do so will result in subscriptions being extended for the previously subscribed period and termination will not take effect until the end of the period. The termination of a subscription to "credits" can be requested at any time.

The termination of a subscription to paid services can be requested by telephone, email or letter and will be confirmed by us in writing. The full name, email address and address of the user must be confirmed in the termination notification. In the event of a termination by telephone, the user's telephone password will be required.

(5) Care.com Europe GmbH may terminate its contract with users at its own discretion, with or without prior notice and without giving reasons at any time. Care.com Europe GmbH also reserves the right to remove profiles and / or any content published on the website by itself or by its users. If Care.com Europe GmbH terminates the registration of a user and / or removes profiles or the published content of a user, there is no obligation for Care.com Europe GmbH to inform that user about the reason for doing so.

(6) Subsequent to any termination of any individual use of the services of Care.com, Care.com reserves the right to send information about this to another registered user with whom, Care.com assumes, this has been in contact with. Care.com's decision to terminate the registration of the user and /or to inform other users, with whom, Care.com assumes, the user has been in contact with, does not imply, or in any way means that Care.com is making statements about individual character, general reputation, personal characteristics or lifestyle.

(7) The users are obligated not to make deliberate and or fraudulent misrepresentations in their profiles or other areas of the portal. Such information may be subject to legal action under civil law. Furthermore, the operator reserves the right, in such a case to terminate the existing contract effective immediately.

(8) If the access of the user is blocked due to culpable violation of the contract and / or if the contract is terminated, the user shall pay, for the remaining contractual period, damage in the amount of the agreed upon payment, less the expenses saved, but at least an amount of Euro 25. The amount of the expenses saved is set at a lumpsum of 10 % of the payment. Each contractual party has the right to prove that the damage and/ or saved expenses are actually higher or lower.

(9) Upon the termination of the contractual relationship, all data of the user shall be deleted, unless statutory or contractual provisions governing prohibit this.

## **§ 7 Liability of Care.com**

(1) Care.com does not assume responsibility for the contents and the correctness of information in the registration and profile data of users and other contents generated by the user. Likewise Care.com does not assume liability in case of misuse of information.

(2) In relation to the sought after or offered service, the contract shall take effect only between the respective participating users. Hence Care.com does not assume liability for services of the participating users. Accordingly all matters in regard to the relationship between the Seeker and Provider, including, and without exception, the services which a Seeker has obtained or payments which are due to the Provider are to be referred directly to the respective party – the Seeker or the Provider. Care.com cannot be made responsible for this and it explicitly objects all types of liability claims including receivables, services, direct or direct damages of all types, whether done consciously or not, assumed or not, disclosed or not, in whatever form, in relation with the said matters.

(3) For damages arising from injury to life, body or health, Care.com Europe shall be liable only when this is due to intentional or negligent violation of duty by Care.com Europe or an intentional or negligent violation of duty of a statutory representative or agent of Care.com Europe.

For other damages, when these do not involve a breach of cardinal duties (such duties which arise from the implementation of the contract and the observance of which can be usually relied upon by the contractual partners), Care.com Europe shall be liable only when this is due to intentional or gross negligent violation of duty by Care.com Europe or an intentional or gross negligent violation of duty of a statutory representative or agent of Care.com Europe.

(4) The claims to damages are, in addition to the cases mentioned in par. 3, limited to damages which are foreseeable and typical to contracts. They amount, in case of default, to a maximum of 5 % of the value of the contract.

(5) Claims for damages arising from injury to life, body, health or freedom, have a statutory limitation of 30 years; otherwise after one year, wherein the statutory limitation begins at the end of the year when the claim was incurred and the creditor has become aware or should have become aware of the circumstances that justify the claim and the person of the debtor without gross negligence (§ 199 par. 1 BGB).

(6) The operator is not liable for the unauthorized access to personal data of the user by third parties (for example, due to 'hacking' of the databank). Likewise the operator is not liable for the misuse of information by users through third parties, which information have been made accessible by these users themselves to third parties.

(7) The operator reserves the right – but does not accept the responsibility – to review the content of a text prepared by a user as well as uploaded data (pictures, video) in regard to compliance with the law and legislation, and when necessary to delete these partly or completely.

## **§ 8 Availability of Care.com**

Care.com has an availability of 97 %, based on the year. Availability is understood as the ratio of actual time to targeted time:  $AV (\%) = (AT/TT)*100$ . Actual time is the period on which the system is actually available at the router-output of the data center of Care.com. The maintenance periods required for the maintenance of the system and interruptions for offline-securities, within reasonable bounds (industry-standard) as well as interruptions due to force majeure or other causes for which Care.com is not to blame, due to willful action or gross negligence, are not included in the allocated time.

## **§ 9 Responsibilities and duties of the user**

(1) The user is solely and exclusively responsible for the contents of his registration and with it, for the information which he has provided about himself. Care.com is not responsible for claims in regard to false, inappropriate or incomplete information which have been made available by the User. The User guarantees that the data which he has provided Care.com are truthful. Furthermore the User guarantees that the data entrusted to him by third parties shall not be used for commercial purpose including advertising purposes, beyond that set by the platform. Without limiting the former, the User certifies, that he/she has the right to published the information provided on the website; including and without exception, that the User has

the permission or authorization of a guardian, to publish the contents.

**(2) The user has the right, and hereby grants Care.com and the companies, partner companies, license holders and successors a revokeable, non-exclusive, free-of-charge, global right to the use, application, announcement, reproduction, adaptation, modification and distribution of the contents, which has been made available by the User to the website. The User certifies, that he/she, through the publication of the contents and the use of these by Care.com, does not cause injury to the rights of third parties or infringe on these.**

(3) The user understands and accepts that Care.com, at its reasonable discretion, shall review all contents, which the user shall publish, and /or temporarily or definitively delete parts or in whole, in particular when, in the opinion of Care.com these infringe general terms and conditions, or when it deems that these are not appropriate because these are offensive or illegal, or these infringe the rights or security of third parties in any other manner.

(4) The user obligates himself to release Care.com Europe from complaints, damages, losses or claims which shall arise due to a culpable, improper registration of the User and/or use of the services. This refers in particular to the appropriate costs which are necessary to properly defend itself against claims.

(5) The user obligates himself to handle emails and other messages in confidence and to make these accessible to third parties only with the expressed prior consent of the sender. This also applies to names, telephone and fax numbers, addresses, email addresses as well as Internet-URLs.

(6) The user obligates himself not to abuse the service, in particular: not to disseminate through Care.com defamatory, objectionable or otherwise illegal material or information. This refers in particular to pornographic, racist, seditious or similar contents. The User obligates himself, not to use Care.com for the purpose of threatening other users, to harass them or to injure the rights of third parties.

The user obligates himself, not to use mechanisms, software, scripts or other tools jointly with the use of the service, which shall restrict or disable the functionality or accessibility of Care.com. The user is not allowed to change, overwrite, delete or in other ways, manipulate contents posted by Care.com. The user obligates himself not to intercept system messages and emails which are intended for other users, or to attempt to do this. The user obligates himself not to post or send emails or chain letters or offers of products or services which are not directly related to the intended purpose of Care.com.

Without restricting the above, the use of the website and/or service of Care.com Europe by a user, in particular the content he has posted, should be in conformity with all applicable laws and regulations.

(7) If one of the above mentioned obligations pertaining to conduct is not observed, this can lead to a termination of the contract by Care.com or to civil and criminal consequences for the User himself. Care.com explicitly reserves the right to exclude the User from the platform in case he commits a violation of the guidelines upon his registration or at a later time.

(8) The user obligates himself, to be informed about the statutory provisions in regard to the provision and compensation of family and household-related services (for instance, at an

accountancy firm, at health insurance funds, pension funds and professional and trade associations) and to take consideration of these. Care.com Europe provide support in this regard and hence distances itself expressly from illegal employment.

## **§ 10 Inclusion of third parties**

Care.com has the right to commission third parties for the provision of parts or the entire service spectrum.

## **§ 11 Legal venue**

The legal venue in case of disputes with customers, who are not consumers, are not juridical persons under public law, and are not special assets under public law, is the domicile of the provider. For all other customers this applies for disputes arising from or related to the order, likewise when the customer, after the transaction of the contract, transfers his place of residence or usual residence in a country other than the Federal Republic of Germany, or when the place of residence or usual residence of the customer, in case of a complaint, is not known.

## **§ 12 Instructions regarding cancellation**

Users have the following right to cancel:

### **Right to cancel**

**You have the right to cancel this agreement within fourteen days without the need to indicate the reasons.**

**The period of cancellation is fourteen days starting on the day when the contract was drawn.**

**To exercise your right to cancellation, please inform us at**

**Care.com Europe GmbH  
Rotherstrasse 19  
10245 Berlin  
Germany**

**Email: [MemberCareIE@care.com](mailto:MemberCareIE@care.com)**

**by way of a clear statement of your decision to cancel this contract (for example, a letter sent by regular mail, telefax or email). You can use the attached cancellation template but this is not required. To comply with the cancellation period it suffice that you send the message that you will exercise your right to cancellation prior to the expiry of the termination period.**

### **Consequences of cancellation**

**If you cancel this contract, we will reimburse to you all payments we have received from you, including delivery costs (excluding additional costs arising from these, that you have selected a type of delivery other than the most favorable standard delivery offered by us) immediately and at the latest within fourteen days starting on the day on which the message of your cancellation of this contract was received by us. For this reimbursement we will use the same means of payment which you have used at the original transaction, unless a different arrangement has been explicitly made with you; in any case, no charges will be charged to you due to this reimbursement.**

**If you have requested that the services should begin during the period of cancellation, you have to pay us an appropriate amount which is proportionate to the amount of services rendered up to the time when you informed us that you will exercise your right to cancellation, relative to the entire scope of the projected services provided for in the contract.**

-- Attachment

-- Template: Cancellation Form --

Template: Cancellation Form

(If you want to cancel the contract, please fill out this form and return it to us.)

To  
Care.com Europe GmbH  
Rother Str. 19  
10245 Berlin  
Email: MemberCareIE@care.com

- I/we hereby cancel the contract drawn by me / us\* in regard to the purchase of the following goods (\*) / the provision of the following service (\*)

- Ordered on (\*) / received on (\*)

- Name of user (s)

- Address of users (s)

- Signature of user(s) (only when the letter is made on paper)

- Date

\_\_\_\_\_

(\*) (\*) Please delete when not applicable.

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