

Terms & Conditions

These are the General Terms and Conditions of Care.com - also referred to below as "Website". The offer is made by Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin, hereafter also referred to as "Care.com Europe" and /or "Care.com".

Version as of: 15 March 2023

§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. 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. (5).

§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) The Care.com Europe GmbH operates a website through which both service seekers and service providers who are registered on the following portals can be found:

- www.care.com (Registered as Care.com Inc., 816 Congress Avenue, Suite 800, Austin, Texas 78701 USA)
- www.betreut.de (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)
- www.betreut.at (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)
- www.care.com/de-ch (Registered as Care.com Switzerland AG, Konstanzerstrasse 60, 8274 Tägerwilen)
- www.care.com/en-gb (Registered as Care.com Europe LTD., Suite 4, 7th Floor, 50 Broadway, London SW1H 0DB)
- www.care.com/en-ca (Registered as CareZen Family Solutions, Inc. 20th Floor, 250 Howe Street, Vancouver, BC V6C 3R8 Canada)
- www.care.com/en-au (Registered as Care.com Australia Pty Ltd, PO Box 629, North Sydney NSW 2059)
- www.care.com/en-nz (Registered as Care.com Australia Pty Ltd, PO Box 629, North Sydney NSW 2059)
- www.care.com/en-ie (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)
- www.care.com/fr-fr (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)
- www.care.com/es-es (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)
- www.care.com/fr-be (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)
- www.care.com/nl-be (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)
- www.care.com/nl-nl (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)
- www.care.com/sv-se (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)
- www.care.com/fi-fi (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)
- www.care.com/da-dk (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)
- www.care.com/no-no (Registered as Care.com Europe GmbH, Rotherstr. 17, 10245 Berlin)

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 users seeking services can initially register free of charge and make limited use of the portal (specifically, users seeking services must subscribe to a paid premium service in order to contact service providers). Betreut.de reserves the right to vary the limited scope of use of these free registrations depending on the place and time of registration.

(3) In addition, there is the option to sign up for premium services for which a fee is charged. The scope and duration of these premium services are determined by the offer valid at the time of booking. If the paid service is terminated, these paid services shall cease to apply. This is why, for instance, it is no longer possible to view the contact data and email contained in the mailbox.

(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 Free basic membership/fee-based premium services/business licences

(1) Registration is required to use Care.com. The service seeker or the service provider initially has a free membership when they register on Care.com.

(2) By selecting a fee-based premium service (e.g. premium membership), the scope of services can be expanded by the 'service seeker' or the 'service provider'. If the user wants to use a fee-based service, they are notified about the fee in advance. In particular, the respective additional scope of services, any fees due and the method of payment are shown. The user accepts these by clicking on the 'Pay and order' button.

(3) The operator reserves the right to use different fee models for different order dates, user groups and particularly for different periods of use. It may also offer a different scope of services. Care.com also reserves the right to not make different term models available at all times and/or to not make them available to all customer groups.

(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 Contractual term, tacit renewal

(1) The user can choose between different terms (e.g. 1 month, 3 months, 6 months, 12 months).

(2) After the original contractual term, the contractual relationship is tacitly extended for an indefinite period of time. As such, explicit notice of termination is required to cancel.

§6 Terms of payment, due date

(1) The payment interval when ordering a fee-based service is initially the same as the contractual term chosen by the user.

(2) Any fees incurred are to be paid to Care.com in advance without deduction (= due date). Processing is via a payment service provider, the cost of which is borne by Care.com.

(3) In the event of a tacit renewal for an indefinite period of time, the original payment interval will be kept the same. This means that the user will initially continue to be billed a user fee in the amount agreed for the contractual term originally chosen. Any one-off discounts, vouchers or other price reductions that were valid when the contract was concluded will not be taken into account again to reduce the price.

*To clarify, a premium service with an original minimum contractual term of 1 month will continue to be charged in advance at 1-month intervals. For an original term of 3 months, 3 months will be charged in advance even after tacit renewal, and for an annual package, the amount for an annual package will be charged accordingly. **In the event of cancellation during an indefinite contractual term, a pro rata reimbursement will be made according to the rules set out in §7.***

(4) By registering for a premium service and providing the information required for the payment process, the user authorises the operator to collect the corresponding amount.

§7 Cancellation

(1) Users of fee-based premium services may cancel fee-based services for the first time at the end of the agreed initial contractual term. Subsequently, i.e. if the fee-based premium service has been extended for an indefinite period of time, premium services can be cancelled as follows:

- Users who have a remaining term which has been paid for in advance according to §6 para. 3 and is less than or equal to 1 month can cancel at any time up to the end of this remaining term.
- Users who have a remaining term which has been paid for in advance according to §6 para. 3 and is longer than 1 month can cancel at any time with a notice period of 1 month.

The membership will then continue as a basic membership, unless this is also explicitly cancelled.

(2) Basic members are entitled to cancel their membership at any time.

(3) Cancellation or declaration of cancellation can be made in writing by post, email or telephone, without stating a reason. If you only use the free basic membership, you have the option of completely deactivating it yourself in your user account via 'Data and settings'. To be able to assign the cancellation to you, we require your full name, stored email address and address. For cancellation by telephone, a personal telephone password is required.

(4) Care.com may terminate the contract at any time at its own discretion, with or without notice and without giving any reason. Furthermore, Care.com reserves the right to remove profiles and/or any content published on the website by the user or via the user's account. If Care.com cancels the user's registration and/or removes the user's profile or published content, Care.com has no obligation to notify the user of this, nor of the reason for the cancellation or removal.

(5) If a user's access is blocked due to a culpable breach of contract and/or the contractual relationship is terminated, the user is required to pay damages for the remaining contractual term in the amount of the agreed fee less any expenses saved, but at least in the amount of 25 euros. The amount for expenses saved is set at a flat rate of 10% of the fee. Both contracting parties have the right to prove that actual damage and/or expenses saved were actually higher or lower.

(6) After the contractual relationship is terminated, all user data will be deleted by Care.com, unless legal or contractual retention periods apply.

(7) Each time the individual use of Care.com services is cancelled, Care.com reserves the right to notify other registered users about this if Care.com can assume that they were in contact with the user. Care.com's decision to cancel the user's registration and/or to notify other users Care.com assumes the user was in contact with does not equate to Care.com making any implications or claims with respect to individual character, general reputation, personal characteristics or lifestyle.

§8 Registration

(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) 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.

§9 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 indirect 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.

§10 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.

§11 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.

§12 Inclusion of third parties

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

§13 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.

§14 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
Rotherstr. 17
10245 Berlin
Germany**

Email: 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 --

Cancellation Form

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

To
Care.com Europe GmbH
Rotherstr. 17
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.