

General Terms and Conditions for the Use of the heycare App by Caregivers

These Terms of Use apply from August 20, 2026 to all caregivers (formerly “Nannies”).

1. Preamble & Scope

1.1. These general terms and conditions (hereinafter “**GTC**”) govern the use of the matchmaking app (hereinafter “**App**”) operated by heynannyly GmbH (hereinafter “**HEY**”) in the legal relationship between HEY and the caregivers. This App is accessible via app.heycare.com or by downloading the heycare app from the common app stores.

1.2. The App serves to match **caregivers** with users of the heycare benefit. The term is to be understood in a gender-neutral way and encompasses all persons (m/f/d) who provide needs-oriented care for children aged 0 to 14 years, seniors, or pets. Care is to be understood broadly and also includes homework supervision, pick-up/drop-off services, and all other services offered through HEY. **User** (also gender-neutral) refers to all natural and/or legal persons who request care services.

1.3. HEY offers registered users of the App the opportunity to directly commission the care services offered by caregivers through this App, and thus to have their child(ren), senior family members, or pets cared for by the caregiver accordingly.

1.4. HEY acts solely as an intermediary between users (employees of corporate clients of heycare) and caregivers. A contract for the commissioned care service is concluded exclusively in the legal relationship between the user and the caregiver.

1.5. These GTC apply exclusively to caregivers. The legal relationship between HEY and users is additionally governed by separate GTC (“**GTC for Users | Employees**”). These can be accessed in the footer of the website www.heycare.com.

1.6. HEY does not recognize any GTC of the user that conflict with or deviate from these GTC, unless their applicability has been expressly agreed to in writing.

2. Registration

2.1. The basis for using the App and the related services is the conclusion of a usage agreement between the caregivers and HEY. The use of the App and HEY's services requires caregivers to have previously successfully registered, agreed to the currently applicable GTC for caregivers, and created a corresponding account. By completing the registration process, the caregiver submits an offer to conclude a usage agreement for the use of the App. HEY accepts this offer from the caregiver by providing the corresponding services. The usage agreement between the caregiver and HEY is only concluded upon acceptance.

2.2. Registration is open to all natural persons aged 16 and above.

2.3. Registration is free of charge for caregivers, i.e., possible without payment of a fee. HEY may charge a registration fee at a later date. This would, however, be communicated transparently to the caregiver during the registration process.

2.4. During registration, each caregiver must set a self-chosen password and is also obligated to keep the chosen password confidential. HEY points out that claims may arise against the caregiver in the event of non-compliance with the confidentiality obligation. Caregivers undertake to notify HEY immediately upon suspicion of unauthorized use of the user account and to change the password promptly.

2.5. In order to register with HEY, the caregiver must upload a copy of their identity card or passport in a legible form, showing both the front and back, or follow the verification instructions via the ID check of the company *Stripe*. The caregiver is obligated to possess a valid passport/identity card document at all times during their activity on the HEY platform and to be able to present it upon request.

2.6. The caregiver is obligated to upload a current photo of themselves and to enter information about themselves in the description.

2.7. The caregiver may also upload a criminal record certificate (Strafregisterbescheinigung), a first aid certificate for children or seniors, a training certificate as an educator, or certificates from previous au pair or babysitting activities, or similar reference documents. HEY reserves the right to review the completeness, quality, and legibility of the information and will advise the caregiver of any documents that need to be improved. A mandatory request for the criminal record certificate is made in the area of infant care for all male applicants aged 18 and over. Full registration can only be completed after providing all information listed in Section 2.8. and the additional information mentioned in this clause.

2.8. During registration, the caregiver is obligated to provide truthful information about themselves. **The following personal information must be provided:**

- **General Information**

- First name
- Last name
- Address, postal code, and city
- Date of birth
- Place of birth (for tax purposes)
- Gender (m/f/d)
- Email address
- Mobile number
- Information on whether the caregiver is self-employed
- Information on the hourly rate at which the caregiver is willing to offer their care services
- Information on whether the caregiver wishes to be bookable on the same day via express bookings. An “express booking” exists when the care time is less than 12 hours in the future.
- Information on which languages the caregiver speaks (by “speaking” it is meant that the caregiver, when indicating a language, is able to converse with children in that language)
- Information on whether the caregiver smokes
- Information on the radius around the caregiver’s own postal code area within which they wish to offer their care services
- Information on whether the caregiver has children and pets of their own
- Information on how many years of experience the caregiver has in the relevant care area
- Information on the caregiver’s profession
- Information on whether the caregiver has a pedagogical qualification

- **Childcare**

- Information on how many children the caregiver wishes to care for simultaneously
- Information on the age range of children to be cared for
- Information on whether the caregiver offers homework supervision (optional)
- Information on whether the caregiver owns a car and can also use it for this purpose (optional)
- Information on whether pets present during childcare are acceptable to the caregiver

- **Senior Companionship**

- Information on which services are offered in the context of senior companionship (such as shopping assistance or walks together)
- Information on whether pets present during senior companionship are acceptable to the caregiver

- **Pet Care**

- Information on how many pets and of what type (dog or cat) the caregiver wishes to care for simultaneously
- Information on which services are offered in the context of pet care, such as dog walking

2.9. Caregivers are obligated to hold a valid work permit for the respective country in which they are active at all times during their registration on the HEY platform. The caregiver is obligated to provide HEY with the work permit in electronic form with all necessary attachments. Proof may be requested at any time – including after successful registration and activation – by HEY. If no valid work permit (any longer) exists, this may lead to the immediate deletion of the caregiver’s profile.

- 2.10. Should the caregiver work professionally on a self-employed basis and not fall under the small business regulation, the caregiver is obligated to notify HEY of this in writing at team@heycare.com without being asked. The caregiver indemnifies HEY against all claims that may arise from an incorrect statement about a possible self-employed status.
- 2.11. HEY offers a calendar function. Caregivers can use this to indicate when they are available. Only once the calendar is filled will the caregiver be shown to users in the search interface.
- 2.12. The caregiver undertakes, throughout the entire term of the usage agreement, to notify HEY of any changes to the aforementioned data and to continuously review the data for accuracy and currency.
- 2.13. The GTC underlying the registration are available to caregivers at all times in their current version on HEY's website at www.heycare.com. The notice and confirmation of acceptance of the GTC is provided by the caregiver during the registration process.
- 2.14. Each caregiver may only register once and may only have a single account. Should HEY determine that a caregiver has multiple accounts, HEY will, after consultation with the caregiver concerned, delete all additional accounts.
- 2.15. There is no general entitlement to registration.
- 2.16. HEY reserves the right to reject registration requests or to delete profiles and to block caregivers' access to the App and job search if (i) users are discriminated against or bullied in a legally relevant manner, (ii) hate posts are published, (iii) users are insulted in a criminally relevant manner, (iv) the caregiver repeatedly cancels bookings at short notice, or (v) the caregiver repeatedly fails to respond to requests and messages from users.
- 2.17. For the purpose of using the services within the contractually agreed scope, HEY grants caregivers a simple, geographically unrestricted, revocable, non-transferable right to use the App and the services in the version made available by HEY at any given time, limited in time to the duration of the respective usage agreement. Caregivers do not acquire any ownership rights to the App. All rights to the App and the services remain with HEY.
- 2.18. The caregiver expressly agrees to communication and contact by HEY. Depending on the urgency of the matter, this may in individual cases also take place by telephone (e.g., if the caregiver does not appear for a confirmed appointment), but generally by push notification, WhatsApp, SMS, or email.
- 2.19. Insofar as the caregiver is not registered by users within the scope of marginal employment (DLS) but instead works on a self-employed basis, the caregiver hereby declares that the care service offered in the App is provided exclusively within the scope of the registered trade.

3. Booking Process / Contract Conclusion

- 3.1. Users can select a caregiver based on postal code, date and desired time, and the age details of the children (baby 0–1, toddler 1–3, preschool child 3–6, school-age child 6–10 (so-called School Child Mini), school-age child 11–14 (so-called School Child Maxi)) according to the aforementioned criteria.
- 3.2. Based on the parameters provided by users, HEY identifies the caregivers who are suitable according to the search criteria and displays the corresponding profiles of the matched caregivers to the users. The display of a matched caregiver does not yet constitute an offer on the part of the caregiver.
- 3.3. Once users have decided on a caregiver, they can submit a binding offer by clicking the "Book" or "Booking Request" button.
- 3.4. Caregivers are obligated to confirm or decline the booking request from users as quickly as possible, but no later than 12 hours after receipt of the booking request, or – for short-notice requests ("express-bookings") – 4 hours before the scheduled booking appointment. Upon acceptance of the offer, users will receive a booking confirmation from HEY. At the same time, caregivers also receive a booking confirmation with the contact information of the users. If there are special considerations to be taken into account during care, users will notify the caregiver in accordance with Section 8 of the User GTC in a timely manner. HEY accepts the declaration of acceptance from the caregiver in the name of and with effect for and against the user. If the booking request is not answered within the acceptance period mentioned above, the offer is deemed to have been declined. An acceptance does not constitute a new offer. Users will receive a message upon rejection of the offer stating that the offer has been declined and that they can select a new caregiver.

3.5. In the event of a contract being concluded, the caregiver consents to the transfer of their personal contact information to the respective user in connection with the execution and billing of an agreed service. The caregiver's address, ID, and uploaded documents cannot at any time be viewed by the user, but serve only for internal verification and precise matching of users and caregivers.

3.6. The caregiver shall ensure appropriate attire and conduct during bookings. Particular sensitivity applies especially in connection with bookings through third parties (hotel, company, corporate events). In case of ambiguities and questions regarding the care framework, the caregiver agrees to proactively inquire via the App's chat function.

4. Cancellation of Booked Appointments

4.1. Users may cancel commissioned services in their profile in the App. If the cancellation is made up to 24 hours before the booked appointment, no payment is due. The same applies if the caregiver cancels or does not appear for the booked appointment. The care hours that did not take place will consequently not be remunerated.

4.2. If a cancellation is made less than 24 hours before the booked appointment with the caregiver by the user, the total fee is due.

5. Suspension, Restriction, or Termination of the Matchmaking Option

5.1. HEY is entitled to immediately restrict or suspend the provision of the App for a caregiver if:

- the caregiver has provided incorrect information or other inaccurate and/or incomplete information
- complaints are received from users regarding the caregiver matched through the App
- the caregiver no longer meets the requirements for the matchmaking of services for the App (e.g., valid identity document, valid work permit, etc.)
- the caregiver has repeatedly failed to respond to a booking request within the period specified in these GTC
- the caregiver has shown serious misconduct (e.g., not appearing for a confirmed appointment without prior notice) without a verifiable reason (e.g., accident, sick note)
- HEY is subject to legal or regulatory obligations that require suspension or restriction of the App for a specific caregiver

5.2. HEY is entitled to fully terminate the provision of the App for a caregiver in compliance with the following requirements, if the caregiver repeatedly provides incorrect information about HEY or the services to be matched.

5.3. If HEY decides to fully terminate the provision of the App for the matchmaking of care services of a caregiver, it will transmit to the affected caregiver, on a durable medium, a statement of reasons for this decision at least 3 days before the termination takes effect.

5.4. HEY is entitled to restrict or terminate the overall provision of the App in compliance with a notice period of 3 days.

6. Insurance

6.1. HEY has taken out a liability insurance policy for personal injury and property damage that includes and co-insures all caregivers matched through the App as insured persons for any damages.

6.2. Each registered matched caregiver is co-insured under this policy, provided the caregiver does not indicate to HEY that they are in possession of a valid liability insurance policy.

6.3. HEY points out for clarification that in the event of an insurance claim, the caregiver is required to pay an excess of EUR 100.00.

6.4. The caregiver consents to the transfer of their personal data as well as the data relating to the matched care service (location, time, and duration of the matched care service) to the insurance company.

6.5. The processing of claims and the assertion of a claim against the caregiver and/or the insurance lies solely within the user's area of responsibility. HEY will – without assuming any obligation – provide support to the greatest extent possible in the event of need.

6.6. The caregiver is obligated to inquire with the pet owner whether adequate and ongoing insurance coverage exists for the pet being cared for, as well as which regionally applicable laws and regulations must be observed.

7. Data Protection

7.1. The data protection framework conditions are set out in the Privacy Policy.

7.2. The processing of personal data is carried out in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection provisions.

8. Liability

8.1. HEY assumes no responsibility for the execution and quality of the services matched by HEY. HEY is also not liable for any damages incurred by the caregiver, the user, and/or third parties arising from and/or in connection with the provision of the service by the caregiver.

8.2. For claims arising from damages caused by HEY, its legal representatives, or vicarious agents, HEY is always liable without limitation:

- for injury to life, body, or health
- for intentional or grossly negligent breach of duty
- for guarantees, insofar as agreed, or
- insofar as the scope of application of the Product Liability Act is opened.

8.3. In the event of a breach of material contractual obligations, the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partners may regularly rely (cardinal obligations), through slight negligence on the part of HEY, its legal representatives, senior employees, or vicarious agents, liability is limited in amount to the damage foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. Beyond this, claims arising from slight negligence are excluded.

8.4. HEY assumes no responsibility for the content of third-party websites that are linked to from the App or HEY's website for ease of navigation.

8.5. Caregivers are encouraged to always use the most current version of the App. HEY reserves the right to further develop the App technically and to update content regularly.

8.6. HEY endeavors to ensure the most uninterrupted availability of the App possible. Maintenance work, updates, or technical disruptions may lead to temporary restrictions.

9. Circumvention Prohibition

9.1. We at HEY strive to offer the best possible service for our users. It is therefore of essential importance to our business model that bookings also take place via the App. Users may not pass on the contact to caregivers established by HEY to third parties, exploit it, or circumvent HEY's matchmaking system.

9.2. Caregivers are obligated to observe the aforementioned prohibition and neither directly nor indirectly encourage users to violate it.

9.3. Should caregivers act in contravention of the aforementioned provisions, HEY is entitled to terminate the usage agreement with HEY without notice. HEY expressly reserves the right to assert any claims for damages.

9.4. Caregivers are furthermore obligated to pay HEY a lump-sum compensation of EUR 1,000. The caregiver is permitted to provide evidence that no damage whatsoever or a lesser damage has occurred.

10. Reviews

10.1. HEY reserves the right to offer users the opportunity to submit a review after the completion of the matched service. This can take place via all of HEY's communication channels and/or via a review function within the App itself.

10.2. Anonymous reporting in the event of complaints is possible for both caregivers and users of HEY.

11. Termination of the Usage Relationship

11.1. The usage relationship is concluded for an indefinite period. It may be terminated by the caregiver by giving notice in text form without observing a notice period. Confirmed bookings must in any case be fully carried out regardless of the termination. Otherwise, HEY reserves the right to assert corresponding claims for compensation.

11.2. For this purpose, it is sufficient for the user to click the "Delete Account" link in their profile in the App or at app.heycafe.com under Account > Profile.

12. Intellectual Property Rights

12.1. HEY is the owner of all intellectual property rights in the App. This applies in particular to the copyrights in the software code of the App, the trademark and domain, as well as rights to the photos, texts, videos, and marketing materials in the App and on the website.

12.2. All intellectual property rights remain exclusively with HEY. In particular, the caregiver is not permitted to reproduce, distribute, or commercially exploit the content of HEY without HEY's consent.

12.3. For the purpose of using the App and the services within the contractually agreed scope, HEY grants caregivers a simple, geographically unrestricted, revocable, non-transferable right to use the App and the corresponding services in the version made available by HEY, limited in time to the duration of the respective usage agreement. Caregivers do not acquire any ownership rights to the App. All rights to the platform and services remain with HEY.

13. Amendments to the GTC

13.1. HEY is entitled to amend its GTC with an appropriate period of notice if an amendment is (i) necessary and (ii) the user is not unreasonably disadvantaged thereby.

13.2. HEY will notify the user of any amendments to the GTC in text form before they take effect. If the user does not agree with the amendments, they may object to them. The objection may be submitted by email. HEY explicitly points out the right to object within 4 weeks of delivery of the GTC.

13.3. In the event of an objection to the amendment of the GTC, HEY is entitled to ordinarily terminate the usage relationship with reasonable notice, if continuation of the contract under unchanged conditions is unreasonable for HEY.

14. Final Provisions

14.1. These GTC are subject exclusively to German law.

14.2. For consumers, this choice of law applies only insofar as the protection granted is not withdrawn by mandatory provisions of the law of the country in which the consumer has their habitual residence.

14.3. The exclusive place of jurisdiction for legal disputes between HEY and merchants, legal entities under public law, or special funds under public law arising from contracts is HEY's registered office.

14.4. HEY is neither willing nor obligated to participate in dispute resolution proceedings with consumers before a consumer arbitration board.

14.5. HEY is entitled to transfer rights and obligations arising from the usage agreement in whole or in part to third parties.

14.6. Should any provisions of these GTC be or become wholly or partially invalid or unenforceable, or should these GTC contain one or more gaps, the validity of the remaining provisions shall not be affected. In place of the invalid, unenforceable, or missing provisions, such a provision shall be deemed agreed as the parties would have agreed upon having regard to the economic purpose pursued by this contract, had they considered the relevant point.