

General Terms and Conditions for the Use of the heycare Benefit App

These Terms of Use apply from August 20, 2026 to all corporate clients.

1. Preamble & Scope

1.1. These general terms and conditions (hereinafter “**GTC**”) govern the use of the Benefit App (“**App**”) of Heynannyly GmbH (“**HEY**”) accessible with a company code via the web application app.heycare.com or by downloading the heycare app from common app stores.

1.2. The App is an exclusive offering for employees of companies that have concluded a corresponding service agreement with HEY. Use of the App is therefore permitted exclusively to employees of corporate clients of HEY.

1.3. Users undertake to use the App and the services offered in a respectful and purpose-compliant manner. Misuse or sharing of access data is prohibited.

1.4. The App includes the following services:

- Matchmaking of care for persons in need of care, children, and pets (dogs and cats) in self-service
- Coaching by (socio-)pedagogical and psychological specialists
- Kita finder and (holiday) programmes for school-age children
- Courses, media library, and (live) webinars on topics such as parental leave, care leave, health, stress management, and resilience
- Personalised content recommendations based on voluntarily provided information by employees
- Optional wellbeing features for personal reflection by employees (including mood checks, wellbeing questionnaires); these data are visible exclusively to the respective user and do not feed into company reporting
- Employer branding materials (including use of the seal)
- All materials do not constitute legal advice or medical advice and in particular do not replace individual legal or medical examination. Otherwise, liability is governed by Section 10 (Liability).

1.5. As a general principle, individual contractual agreements take precedence over the GTC, as the GTC merely supplement what has been individually agreed. Specific services therefore result from the respective contractually agreed offerings and service agreements.

1.6. The matchmaking of caregivers is offered to users of the App and can be provided both to private individuals (employees) and to corporate clients (companies), e.g., in the context of corporate events or holiday care. The term “caregiver” encompasses all persons who provide needs-oriented care for children aged 0 to 14 years, seniors, close family members, and pets. Users refers to all natural or legal persons falling under Section 2.3 who request and use HEY services.

1.7. HEY offers registered users of the App the opportunity to directly commission the care services offered by caregivers and thus to have their child(ren), close family members, pets (dogs and cats), or, in the context of corporate events, children of employees and clients cared for by caregivers accordingly.

1.8. HEY as well as the corporate clients act solely as intermediaries between the employees and the caregivers when employees use the App. A contract for the individual commissioned care services is concluded in the legal relationship between the employee and the caregiver. The use of the matchmaking service for corporate events is concluded accordingly in the legal relationship between the company and the caregiver.

1.9. These GTC apply exclusively to corporate clients of the App.

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

1.11. Offers and contracts are concluded in German or English.

For the sake of simplicity, these GTC use the masculine form of persons; however, this expressly includes all genders m/f/d. This applies to the terms user, employees, caregivers, client, and all others.

2. Subject Matter of the Agreement and Role of HEY

2.1. HEY acts exclusively as a technical intermediary for third-party services. A contractual relationship for care services is concluded directly between the user (employee of the corporate client) and the respective third-party provider (caregivers). HEY is therefore not itself a provider of care services. HEY therefore assumes no warranty or liability for third-party services.

2.2. The basis for using the App and the related services is the conclusion of a legally valid offer or usage agreement between the corporate clients and HEY.

2.3. Registration as a user (employee of the corporate clients) is open to all natural persons who have reached the age of 18 and who are entitled to a company code under the agreement between the corporate client and HEY.

2.4. Each user may only register once and may only have a single account. Should HEY determine that a user has multiple accounts, HEY will, after consultation with the user concerned, delete all additional accounts.

2.5. HEY reserves the right to reject registration requests or to delete profiles and to block users' access to the App and profiles if in particular (i) other users are discriminated against or bullied in a legally relevant manner, (ii) hate posts are published, (iii) other users are insulted in a criminally relevant manner, or (iv) users repeatedly cancel booked appointments with caregivers at short notice.

2.6. For the purpose of using the App and the services within the contractually agreed scope, HEY grants corporate clients 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. Users do not acquire any ownership rights to the App. All rights to the App and the services offered remain with HEY.

3. Matchmaking Service

3.1. Users can select and book a caregiver for the care of children, seniors, close family members, and pets (dogs and cats) based on the postal code in the profile and targeted filter options.

3.2. Detailed information about caregivers can be found in the corresponding profiles.

3.3. HEY does not guarantee that one or more caregivers will be found for every request from the user, nor does HEY guarantee the success of the on-demand matchmaking.

3.4. The administrative handling of the online booking process can, by mutual agreement with the corporate clients, be taken over in individual cases for corporate events and holiday offerings. Separately offered prices and a separate invoice outside the existing service agreement apply for this.

4. Coaching Service

4.1. Users can access coaching offerings from (socio-)pedagogical and psychological advisors and coaches free of charge within the contingents agreed in the company contract.

4.2. Contact is made via an appointment booking link directly in the App and is forwarded to the coaching team.

4.3. The standard length of coaching appointments is 30 minutes and typically begins with an initial consultation, during which it is decided which focus and accompaniment is recommended for the user. In addition to socio-pedagogical and psychological coaching, users can access coaching offerings on professional and personal topics within the framework of the EAP. The respective contingents for coaching are separately specified in the company contract.

4.4. If a coaching appointment is not cancelled by the user at least 4 hours before the start of the coaching session, the appointment will be deducted from the available coaching contingent and charged. In individual cases and only after consultation with HEY, the coaching contingent can be restored.

4.5. For a further coaching session, the user books again directly via the App into the coaching calendar.

4.6. Documentation of the chosen subject areas does not take place in accordance with GDPR, nor does the company reporting contain any details in this regard.

4.7. Our coaching teams act conscientiously according to their knowledge and experience, but reserve the right in individual extreme cases, e.g., in the event of suicide risk, to involve external counselling centres and, in agreement with the user, to offer further counselling and therapy options. This applies accordingly to coaching conversations within the framework of the EAP; here too, HEY actively refers to suitable medical or therapeutic professionals and crisis contact points when needed.

4.8. The coaching provided by HEY coaches does not constitute legal advice or medical advice. Liability in this form is excluded. This applies equally to coaching conversations, courses, and structured learning paths within the framework of the EAP: these do not replace psychotherapy, medical diagnosis, medical treatment, or a lawyer for legal matters.

5. Services of HEY

5.1. HEY undertakes to process the usage agreement in accordance with these GTC.

5.2. HEY makes the App available for use in its current form and with the available functions. The term is specified in the respective offer or contract.

5.3. A subsidy for care hours (viewable at the respectively stated conditions in the company HR board) can be booked at any time during the contract term via the HR board. A purchased care hour package is always valid until the end of the current year. The payroll and tax treatment (including proof and documentation obligations) of the respective subsidies and benefits is the responsibility of the corporate client; HEY does not provide tax or legal advice in this regard.

5.4. HEY guarantees a system availability of 99.97% on an annual average. Excluded from this are (i) announced maintenance windows, (ii) disruptions based on events outside HEY's sphere of influence (e.g., failures of telecommunications networks, app store/cloud infrastructure, force majeure), and (iii) disruptions caused by incorrect operation or system environments of the corporate client or users.

6. No Right of Withdrawal (Corporate Clients)

6.1. There is no right of withdrawal, as these GTC are directed exclusively at corporate clients.

7. Fees and Payment Processing

7.1. The terms jointly agreed in the company contract/offer are authoritative for invoicing by HEY to the company.

7.2. The company agrees to an annual review and, if necessary, adjustment of the price tier. The company is required to provide a truthful statement of the total number of employees, which is authoritative for calculating the company price. In the event of a change in the number of employees, the company is obligated to transmit this truthfully in writing to HEY before contract renewal.

8. Circumvention Prohibition

8.1. We at HEY strive to offer the best possible service for our corporate clients. It is therefore of essential importance to our business model that bookings of caregivers also take place via the App and that no poaching takes place in general. Corporate clients may not pass on the contact to caregivers established by HEY to third parties, exploit it, or circumvent HEY's matchmaking system.

8.2. Should corporate clients act in contravention of this, HEY is entitled to terminate the contract for good cause without notice. Insofar as legally required or reasonable, a prior warning with an appropriate deadline for remedy will be issued. HEY expressly reserves the right to assert any claims for damages.

8.3. Companies are furthermore obligated in the event of culpable contravention of Section 8.1 of these GTC to pay HEY a lump-sum compensation of EUR 5,000 per violation. The company is permitted to provide evidence that no damage whatsoever or a lesser damage has occurred. HEY is permitted to provide evidence that the damage incurred is higher than the stated lump sum.

8.4. Claims against specific users for non-compliance with the conditions are asserted directly against the user/employee and not against the purchasing company.

9. Data Protection

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

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

9.3. HEY processes personal data of the employees of the corporate client in the context of App use generally as an independent controller within the meaning of the GDPR. The company does not receive access to individual usage data, coaching topics, results of wellbeing questionnaires, or other data that would allow conclusions to be drawn about the physical or mental health of individual employees. Insofar as a data processing agreement pursuant to Art. 28 GDPR is established for individual processing activities, the DPA applies additionally.

9.4. Company reporting contains exclusively aggregated, non-personal usage statistics (e.g., total App usage rate, number of booked coaching appointments). Identification of individual employees on the basis of the reporting is not possible.

9.5. Insofar as a data processing agreement pursuant to Art. 28 GDPR is established for individual processing activities, the parties shall conclude a separate data processing agreement (DPA). The DPA forms part of the contractual agreement between HEY and the corporate client.

10. Liability

10.1. 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.

10.2. In the event of a breach of material contractual obligations, the fulfillment 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.

10.3. 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.

10.4. Users 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.

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

10.6. HEY assumes no liability for the fact that the coaching conversations, courses, or wellbeing features offered within the framework of the EAP replace medical treatment, psychotherapy, or other medical care. The company is obligated to inform its employees about the preventive and supportive (non-therapeutic) character of the EAP services.

10.7. HEY is not liable for damages arising because employees have interpreted the wellbeing features (Mood Check, questionnaires) as a diagnostic instrument, provided that HEY has indicated their non-diagnostic character in the product and in the User GTC.

11. Insurance

11.1. HEY maintains a liability insurance policy for personal injury, property damage, and financial loss with a coverage amount of over EUR 5 million. The scope of insurance coverage, insured persons, and any exclusions are set out in the respective insurance contract; a direct claim by the user or corporate client against the insurance is not established thereby.

11.2. Insurance coverage also exists, for example, for the following risks: organisation and execution of company events, seminars, or training sessions and participation in trade fairs, exhibitions, or events; excluded are events of any kind that are not carried out for the company's own business.

11.3. In the event of damage, it is the user's or company's responsibility to notify the affected caregivers immediately. HEY must also be informed of the damage immediately.

11.4. The processing of claims and the assertion of any claims against the caregiver and/or the insurance lies within the user's area of responsibility. HEY provides support where possible in the event of need, without thereby assuming any legal obligation or own liability.

12. Termination of the Usage Relationship

12.1. The usage relationship is concluded for the term specified in writing in the offer or company contract.

12.2. The usage relationship ends upon termination of the company contract by the company under the terms set out in the contract.

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 corporate client of any amendments to the GTC in text form before they take effect. If the corporate client 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 (§ 36 para. 1 no. 1 VSBG).

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

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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.