

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

These Terms of Use apply from August 20, 2026 to all users (employees whose employer offers heycare).

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, not to the company
- 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 with the respective company 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 (nannies, companions, pet sitters) is offered to users of the App (employees). 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 2.2 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, or pets (dogs and cats) cared for accordingly.

1.8. When employees use the App directly, HEY acts solely as an intermediary between the employees and the caregivers. A contract for the individual commissioned care services is concluded in the legal relationship between the employee and the caregiver.

1.9. These GTC apply exclusively to users (employees) of the App.

1.10. HEY does not recognize any GTC of the user (employee) that conflict with or deviate from these GTC, unless their applicability has been expressly agreed to in writing. 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. The basis for using the App and the related services is the conclusion of a usage agreement between the users and HEY. In addition to the legally valid offer from the users, use of the App and HEY’s services requires prior successful registration, agreement to the currently applicable GTC for users, and creation of a

corresponding account. By completing the registration process, the user submits an offer to conclude the usage agreement. HEY accepts this offer from the user by providing the corresponding services. The usage agreement between the user and HEY is only concluded upon acceptance.

2.2. Registration is open to all natural persons who have reached the age of 18 and who are entitled to a company code under the agreement. Registration of a person as a user who has not yet reached the age of 18 is not possible.

2.3. During registration, each user must set a self-chosen password and is also obligated to keep the chosen password confidential.

2.4. HEY points out that claims may arise against the user in the event of non-compliance with the confidentiality obligation. Users undertake to notify HEY immediately upon suspicion of unauthorized use of the user account and to change the password promptly.

2.5. During registration, the user is obligated to provide truthful information about themselves. First name, last name, postal code and place of residence, and email address must be provided. The mobile number can optionally be added, e.g., for contact by HEY support. The user undertakes, throughout the entire term of this usage agreement, to notify HEY of any changes to the master data in a timely manner and to continuously review the provided data for currency.

2.6. The GTC underlying the registration are openly accessible to the user on the website www.heycares.com and can be viewed at any time.

2.7. 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 accounts except for one single account.

2.8. There is no automatic entitlement to registration.

2.9. 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.

2.10. For the purpose of using the App and the services within the contractually agreed scope, HEY grants users 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.

2.11. 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.

2.12. All hourly rates are listed as individual prices of the caregivers in the App and are openly displayed in the caregiver profiles.

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. HEY identifies the caregivers who are suitable based on the parameters provided by users and the search criteria, and displays the corresponding caregiver profiles to users. In addition, HEY offers an on-demand matchmaking option, in which caregivers are specifically searched for and suggested based on individual search parameters. In both variants, the profile overview shows the hourly rate at which the caregiver offers their care service and whether they are also available at short notice via express booking. This does not yet constitute an offer on the part of the caregivers.

3.3. Further information about caregivers can be found in the corresponding profiles. HEY assumes no warranty for information that caregivers provide in their profiles.

3.4. Once users have decided on a caregiver, they can submit a binding offer by clicking the "Book" or "Booking Request" button.

3.5. HEY promptly transmits this offer to the caregiver, who is then obligated to declare acceptance within the response period regulated in the “GTC Caregiver”. If no acceptance is declared within the response period, the offer is deemed not accepted. HEY informs the user promptly about the acceptance or rejection of the offer and, in the event of acceptance, sends the user a corresponding booking confirmation. HEY stores the contract text after conclusion of the contract.

3.6. An express booking exists when the requested care time is less than 12 hours in the future. The additional fees due for this are displayed during booking; all current prices can be viewed in the App.

3.7. It is the user’s choice to opt for a self-employed caregiver or a caregiver on the basis of marginal employment. HEY offers both options in the App but does not guarantee which contractual arrangement between caregiver and user will be used. HEY does not at any time provide legal advice on the various employment options.

3.8. 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.

4. Coaching Service

4.1. Users can access coaching offerings from (socio-)pedagogical and psychological advisors and coaches in various subject areas 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 – if correspondingly booked by the company – access coaching offerings on professional and personal topics. 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 in the subject area of “Mental Health”; 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 HEY offering: these do not replace psychotherapy, medical diagnosis, medical treatment, or a lawyer for legal matters.

5. Online Knowledge | Guide

5.1. Users can access all guides in self-service free of charge within the contingents agreed in the company contract (articles, live webinars, courses, videos).

5.2. The information in the guide does not constitute legal advice or medical advice. Liability in this form is excluded.

5.3. Courses and structured learning paths are created to the best of our knowledge and with qualified specialists. However, they do not replace individual professional advice, medical diagnosis, or therapy.

5.4. Mood Check & Wellbeing Questionnaires

5.4.1. The App offers users the opportunity to record their current emotional state via a Mood Check. Participation is voluntary.

5.4.2. Optionally, users can complete standardised questionnaires for self-assessment of wellbeing (including PHQ-9, GAD-7). These questionnaires are clinically validated screening instruments and serve exclusively for personal reflection and the adaptation of content recommendations. They do not constitute a medical diagnosis and do not replace medical or therapeutic treatment.

5.4.3. If the questionnaires indicate a serious psychological burden, the App actively refers the user to suitable counselling and crisis contact points.

5.4.4. The results of the questionnaires are not transmitted to the employer and do not feed into company reporting. The storage period and the right to deletion are set out in the privacy policy.

6. Services of HEY

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

6.2. HEY makes the App available for use in its current form and with the available functions.

6.3. Any subsidisation of care hours is at the discretion of the employer in individual cases.

6.4. HEY always endeavours to ensure a high level of availability of the App so that the function is available to all users as far as possible at all times. A specific minimum availability is, however, neither owed nor guaranteed. Temporary operational interruptions due to routine maintenance work, system-inherent disruptions at providers or network operators, as well as other reasons or in the event of force majeure are possible. There is therefore no entitlement to permanent, uninterrupted, complete, or fault-free accessibility or usability of the platform.

7. Right of Withdrawal

7.1. Consumers are generally entitled to a right of withdrawal. The details are set out in HEY's [withdrawal notice](#).

8. User Obligations

8.1. The user is obligated to inform the caregiver of any existing special routines, rituals, or habits of the person or pet (cats or dogs) to be cared for. In particular, there is an obligation to inform the caregiver of acute and contagious illnesses of the person or pet to be cared for before the start of the care period and to obtain the caregiver's consent. There is also an obligation to inform the caregiver of the regionally applicable laws and regulations before the start of the care period.

8.2. The user is obligated to ensure that the pets to be cared for are vaccinated, licensed, identified, and/or microchipped. The regionally applicable laws and regulations must be observed. Care is only provided for dogs and cats.

8.3. Should the user be delayed, they must notify the caregiver via the chat function in the internal area.

8.4. The user undertakes to treat the caregiver with respect and courtesy. The user policies made available directly in the App apply.

8.5. If the user violates the aforementioned obligations, liability is excluded in accordance with the statutory provisions.

9. Fees and Payment Processing for Care Services

9.1. HEY displays to the user during the booking process the total price to be paid for the respectively selected care service with the selected caregiver. This also includes the applicable VAT, where applicable.

9.2. After payment to the caregiver via the payment provider Stripe (see Section 7.3), the user receives a receipt for the total fee.

9.3. Payment processing with the user is handled by Stripe Payments Europe, Ltd., c/o A&L Goodbody, IFSC, North Wall Quay, Dublin 1, Ireland (hereinafter "Stripe"), under the Stripe Terms of Service, accessible at <https://stripe.com/en/terms>, to which HEY assigns its payment claim. Stripe collects the invoice amount from the user's specified account. In the event of assignment, only payment to Stripe has a debt-discharging effect.

9.4. Stripe processes the user's personal data under its own data protection responsibility. Further information can be found at <https://stripe.com/en/privacy>.

10. Circumvention Prohibition for Care Services

10.1. 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 and that no poaching takes place in general. Users (employees) may not pass on the contact to caregivers established by HEY to third parties, exploit it, or circumvent HEY's matchmaking system.

10.2. Should employees act in contravention of this, HEY is entitled to terminate the usage agreement 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.

10.3. Users are furthermore obligated in the event of a violation of Section 10.1 of these GTC to pay HEY a lump-sum compensation of EUR 1,000. The user 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.

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

11. Cancellation of Booked Care Appointments

11.1. Users may cancel commissioned services in their profile in the App. If the cancellation is made up to 24 hours before the booked appointment, the user will receive a refund of the total fee collected online in advance from HEY. The same applies if the caregiver cancels (regardless of how far in advance of the appointment) or does not appear for the booked appointment. This must then be reported to team@heycare.com in order to receive a refund of the total fee.

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

12. Data Protection

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

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

12.3. As part of the optional onboarding in the HEY App, the user can select subject areas that are relevant to their life situation. This information is used exclusively for personalising the App content. The processing of the subject areas is carried out on the basis of the user's express consent pursuant to Art. 6 para. 1 lit. a GDPR. Insofar as the user selects subject areas relating to physical or mental health, processing is carried out on the basis of a separate express consent pursuant to Art. 9 para. 2 lit. a GDPR. Any consent can be revoked at any time in the App settings without disadvantage to the user. In the event of revocation, the relevant profile data will be deleted and the App used without personalisation. The information provided during onboarding is not transmitted to the employer and does not feed into company reporting.

12.4. The processing of data from the Mood Check and from optional wellbeing questionnaires (PHQ-9, GAD-7) is carried out exclusively on the basis of a separate express consent from the user pursuant to Art. 9 para. 2 lit. a GDPR. Mood Check and questionnaires each require a separate consent. Both consents can be revoked at any time in the App settings. In the event of revocation, all stored results will be deleted. The data will not be passed on to the employer.

13. Liability

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

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

13.6. HEY assumes no liability for the fact that the coaching conversations, courses, or wellbeing features offered replace medical treatment, psychotherapy, or other medical care.

13.7. 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.

14. Insurance

14.1. 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.

14.2. In the event of damage, it is the user's responsibility to notify the affected caregiver immediately. HEY must also be informed of the damage immediately.

14.3. 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.

14.4. HEY's liability insurance does not replace the user's obligations to comply with the regionally applicable laws and regulations. In particular, the user is obligated to ensure that adequate and ongoing insurance coverage exists for pets whose care is entrusted to a caregiver. This insurance coverage must benefit third parties, including the caregiver, to the same extent as the user themselves.

15. Rating of Care Services

15.1. HEY offers users the opportunity after completion of the matched service to submit a rating (star rating and comment) for the profile of caregivers via the App and to make it publicly available.

15.2. Ratings must generally be factual in nature and may not contain any far-right, sexist, offensive, defamatory, or otherwise unlawful content, and must not otherwise infringe the rights of third parties.

15.3. HEY reserves the right to publish this rating in the App and to remove it in the event of a violation of the aforementioned criteria.

15.4. The user agrees that by submitting the rating, HEY receives a spatially and temporally unlimited right of use to the rating text.

16. Termination of the Usage Relationship

16.1. The usage relationship is concluded for an indefinite period. It begins with the completion of registration and may be terminated by the user without observing a notice period.

16.2. For this purpose, it is sufficient for the user to click "Delete Account" in their profile under Account > Profile.

16.3. The usage relationship ends automatically, however, upon termination of the company contract by the company under the terms set out in the contract.

17. Amendments to the GTC

17.1. 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.

17.2. 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.

17.3. 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.

18. Final Provisions

18.1. These GTC are subject exclusively to German law.

18.2. 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.

18.3. 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.

18.4. 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).

18.5. 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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18.6. 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.