

General Terms and Conditions – Preamble and Definitions

Preamble

Welcome to AuPair.com (hereinafter referred to as "platform" or "website"). The following general terms and conditions ("GTC") govern the use of the website operated by **MultiKultur e.K., Helmholtzstraße 50, 50825 Cologne, Germany** (hereinafter referred to as "Provider," "we," or "us") and the services provided through it. These GTC govern the contractual relationship between the Provider and all persons who access the website or use the services offered (hereinafter referred to as "users" or "you"). By accessing the platform or using the services offered, you accept the validity of these terms and conditions. Please read these GTC, the [Privacy Policy](#), and the [Refund Policy](#) carefully. If you do not accept these terms and conditions, you are not permitted to use the platform.

1. Conclusion of contract and acceptance of the GTC

1.1 By accessing the platform, browsing, visiting, registering, or otherwise using the services offered, the user bindingly declares that they accept these GTC and all provisions contained therein, in particular our Privacy Policy and Refund Policy.

1.2 Continued use of the platform after the first access is considered as explicit acceptance of these GTC.

1.3 In the event of a breach of these GTC or misuse of the platform, the provider reserves the right to block the user's access to the platform without prior notice.

2. Definitions

For the purposes of these GTC, the following definitions apply:

2.1

"Service" refers to all services provided by the platform, in particular the possibility of connecting au pairs and host families via an online matching system.

"User" means any natural person or organization that accesses the platform or uses its services, whether as a visitor, registered candidate, host family, or au pair agency.

"Candidate" refers to a person who applies to be an au pair and is looking for a corresponding employment relationship.

"Host Family" means a family that wishes to host or employ an au pair or assistant.

"Premium Membership" refers to a paid membership that allows access to advanced

features, as described on the platform.

3. Platform services

3.1 Mediation function

AuPair.com is an internet platform that connects au pairs ("candidates") and host families worldwide.

In addition, the provider also makes its services available to registered au pair placement agencies that act as intermediaries between host families and au pairs.

Registered users, regardless of whether they are host families, candidates, or agencies, have the following options for use:

- **Search for suitable host families or candidates with the option to contact them**
- **Create an individual profile as a host family, au pair, or agency**

3.2 Free basic features

The following features are available free of charge to all registered users of the platform:

- Registration and creation of a user account
- Completing your profile (including uploading photos, references, and cover letters)
- For candidates: ability to see who has visited your profile; ability to send a personalized message after uploading at least one photo
- For host families: ability to see who has visited their profile; ability to send standardized messages to candidates

3.3 How the matching tools work

The platform offers technical tools ("matching tools") that allow you to search specifically for profiles that match your criteria. Recommendations are based on:

- the search criteria entered individually,
- your professional or care profile,
- and the optional quick search, which allows for a broader view of the results.
- These functions are for guidance purposes only and do not replace personal or legal advice.

3.4 Premium Membership

Candidates, host families, and agencies have the option to purchase a paid

Premium Membership. Depending on the rate chosen, Premium members have access to the following advanced features:

- sending and receiving individual messages,
- direct and private exchange of contact details (in accordance with the applicable privacy policy).

The specific content of the services and prices are listed in the price and service list.

3.5 Services for registered agencies

Au pair agencies that register on the platform can take advantage of the following advanced features:

- creating and managing profiles on behalf of host families and au pairs,
- management of multiple user accounts for the coordination of mediation processes,
- use of advanced search and matching functions based on the preferences of both parties,
- possibility to contact registered candidates or host families directly.

3.6 Platform services

The platform guarantees the customer the use of the latest version of the website via the Internet by accessing it through a web browser.

The platform guarantees the functionality and availability of the website for the entire duration of the contractual relationship and will maintain it in a condition suitable for contractual use.

The platform may, without being obliged to do so, update or further develop the website at any time and, in particular, adapt it due to changes in the legal situation, technical developments, or to improve IT security.

The platform is not obliged to adapt to the individual requirements or IT environment of the customer.

The platform will carry out regular maintenance on the websites and will inform customers in good time of any associated restrictions.

The platform will take state-of-the-art measures to protect data. However, the platform does not assume any obligation to store or retain data. The customer is responsible for ensuring adequate protection of their access.

4. Eligibility and participation requirements

4.1 Requirements for using the platform

Only persons who meet the following criteria are authorized to use the services

offered:

- **are at least 18 years of age and are of legal age** according to the laws of their country of residence, and
- **are fully capable of acting in accordance with the applicable national laws**, i.e., they can enter into contracts with full legal effect.

4.2 Personal declaration through use

By registering or using the platform, the user makes a binding declaration that they meet the requirements set out in section 4.1. Otherwise, use of the platform is not permitted.

4.3 Exclusion and protection of minors under the age of 13

Use of the platform is **prohibited for children under the age of 13**. The provider **does not knowingly collect personal data from children under the age of 13**, in accordance with the General Data Protection Regulation (GDPR) and international data protection standards. If the provider becomes aware that personal data of a child under the age of 13 has been collected without the effective consent of the parents or legal guardians, such data will be deleted immediately. If you suspect that personal data of a child under the age of 13 has been processed, please contact us at **info@aupair.com**.

5. User obligations

5.1 Accuracy of information

All users are required to provide **complete, up-to-date, and truthful information** when registering and in their profile. This includes, but is not limited to, their full name, contact information, work preferences, and other relevant information relating to the person or the mediation.

5.2 Information provided by host families

Host families are required to provide accurate information about their **family situation**. This includes, in particular:

- the number and ages of children living in the family,
- **description of the housing and living conditions**, in particular the au pair's
- accommodation, and a transparent description of **the expected tasks**.

5.3 Internal control of profiles on the platform

The provider reserves the right to **reject, block, or remove candidate profiles** if, according

to the platform's assessment, they are not suitable for placement due to **incomplete information, lack of availability, or other criteria**. The aim is to ensure the quality and relevance of the profiles offered.

5.4 Obligation to update

Users undertake to **update their profile data immediately in the event of changes** to their personal or professional information. Up-to-date data is a prerequisite for the proper use of the platform's services.

5.5 Lawful use

All users are required to comply with all applicable local, national, and international regulations in relation to the use of the platform. This includes, in particular: labor law, immigration law, residence and visa regulations, tax reporting and payment obligations.

5.6 Documentation under your own responsibility

Each contracting party is responsible for obtaining and updating visas, work permits, residence permits, and other documents required by law.

5.7 Earmarked use

The platform may only be used for the purpose of connecting **candidates, host families, and agencies**. **Any misuse or commercial use** outside of this scope is prohibited. Exceptions are activities offered in one's own home that are not necessarily **related to the care of children or the elderly**, provided that they are **legal, not contrary to public decency, and not of a sexual nature**. In these cases, Premium users can initiate a maximum of ten new contacts per day. The receipt of messages remains unlimited.

5.8 Prohibition of harmful actions

It is prohibited to perform actions that could compromise the functioning, security, or integrity of the platform. This includes, in particular, the spread of viruses, malware, or other harmful programs.

5.9 Unauthorized access

Users must not attempt to access other users' accounts, data, or systems, nor circumvent the platform's security mechanisms.

5.10 Prohibited content and behavior

Users are prohibited from behaving on the platform or disseminating content that:

- Is illegal, offensive, defamatory, threatening, obscene, immoral, or discriminatory,
- Creates false identities or profiles or impersonates other people;
- Propose fraudulent job offers or services,
- Send malware (viruses, worms, Trojans, etc.),
- Publish personal contact details (e.g., phone numbers, email addresses, social media accounts) outside the fields provided for this purpose. A violation may result in account suspension,
- Communicate with other users in an aggressive, harassing, or disrespectful manner.
- Is connected with commercial job offers, business activities, or profit-oriented services, including recruitment on behalf of companies or agencies without prior authorization;

Is connected with any requests to solicit money, payments, fees, or donations.

5.11 Photos of other people and minors

Users may **only publish or upload photos or other images showing other people if they have obtained the necessary permission to publish the image** on the platform. **Photos showing minors may only be published or uploaded with the permission of the minor's parent or legal guardian.** If such permission has not been obtained, the faces and other identifying features of the people shown must be blurred or otherwise made unrecognizable before the image is uploaded. Users are responsible for ensuring that they have the necessary permissions to publish images showing other people. Any **violation of this provision will result in the user's account being blocked.**

5.12 Purposeful communication

All communication via the platform, including messages and interactions via user profiles, must serve the **legitimate purpose of the platform**, namely the establishment of a relationship between candidates, host families, and agencies, as well as the purposes exceptionally permitted in section 5.7 to the extent provided therein. **Inappropriate or irrelevant content**, as well as messages for purposes unrelated to au pair placement, are prohibited, with the exception of the case described in section 5.7.

5.13 Fair and reasonable use of communication features

In order to maintain a high level of platform quality and to protect users from misuse, including but not limited to spam, automated scripts, or harassment, **the provider reserves the right to limit the number of daily initial contact attempts to a reasonable level, including for users with a Premium Membership.** This measure is intended to ensure genuine, personal interactions and to safeguard the integrity of the platform community.

5.14 Obligation to report violations

Users are required to report any **violations of these GTC, illegal behavior, or abuse of the platform** to the provider. This includes, in particular:

- inappropriate behavior,
- false job offers,
- violations of labor or residence law regulations.

5.15 Personal responsibility for legal and tax obligations

Users acknowledge that they are **solely responsible** for understanding and complying with labor, tax, and social security obligations in relation to hiring an au pair or using the platform.

5.16 No legal advice from the platform

The provider **does not provide legal, tax, or financial advice**. It does not represent its users before public authorities.

5.17 Obligation to provide evidence and penalties for incorrect information

The provider has the right to request **appropriate evidence and documents** from users to verify the information provided, including but not limited to **identity documents, proof of identity, and image or video recordings of the user's face**. If incorrect, incomplete, or unreliable data is detected, the provider has the right to impose an appropriate penalty of up to EUR 250.00 on the customer for each individual case. The appropriateness of the penalty imposed is subject to judicial review. In addition, in such a case, the user's account **may be blocked without prior notice**. There shall be no refund of payments already made.

5.18 Deadline for submitting evidence

If the requested evidence is not submitted **within one week of the request**, the profile may **be blocked** as a precautionary measure. Reactivation is only possible after the data has been successfully verified.

5.19 Responsibility for login details

Users are **responsible for the confidentiality of their access data** (username and password) and are responsible for all activities carried out with their account.

5.20 Prohibition of multiple accounts or circumvention

It is prohibited to have more than one user account. Users whose accounts have been blocked may not create a new account. Any attempt to circumvent this rule will result in

immediate blocking.

5.21 Prohibition on transferring user accounts

You are not permitted to transfer your user account or membership to third parties. The use of a profile by persons other than the registered user is not permitted and will result in the account being blocked.

5.22 Exception: Management of the profile by third parties on behalf of the user

In exceptional cases, a profile may be managed on behalf of a host family by a family member or a third party acting on their behalf, **provided that this is expressly stated in the profile.** It must be clearly specified that communication with the candidate is not taking place with the host family, but with the person representing them. If this is not stated, the profile will be blocked. In this case, there will be **no refund** of any Premium subscription fees.

5.23 Penalties for violations

Failure to comply with any of the above behavioral obligations may result **in immediate termination of the subscription** and civil or criminal consequences. The provider has the right to block the user's account without notice and to retain payments already made.

6. Contractual agreement

6.1 Conclusion of a formal employment contract

Before the start of an au pair relationship, all parties involved, i.e., candidates (au pairs), host families, and, if applicable, placement agencies, are required to enter into a written contract that defines the general conditions of the collaboration.

6.2 Minimum content of the contract

The contract to be concluded should **clearly and comprehensibly** regulate at least the following points:

- type and **scope of activities** (e.g., childcare, light housework),
- **working hours** (including provisions regarding free time and vacation),
- **remuneration** (e.g., pocket money, room and board),
- **any additional benefits** (e.g., coverage of language course costs, insurance coverage, transportation tickets, etc.).

6.3 Mutual verification before signing the contract

Before signing the contract, both parties must:

- **make at least three video calls** with each other and
- **prove their identity**(e.g., by presenting identity documents).
- and, if possible, exchange **references or basic information**(e.g., criminal record, proof of experience in childcare).

6.4 Consequences of non-compliance

Failure to comply with these provisions, in particular in the event of intentional evasion or deception, may result in the **blocking or closure of the user account**. In such cases, the platform reserves the right to take further legal action.

7. Costs and payment terms

7.1 Membership and pricing

The platform offers **both free and paid memberships**. To access the advanced features mentioned in section 3, you must purchase **a Premium Membership**. This, like the user account, **is non-transferable**.

By purchasing a Premium Membership, the user agrees to the following payment terms:

- **Prices:** Payment is made as **a fixed one-time amount for a specific period of time**. The amount is determined in accordance with section 3.4.
- **Payment methods:** Payments can be made using the payment methods offered on the platform. The provider has the right to add or remove payment methods at any time.
- **Activation:** Once payment has been successfully received, the Premium Membership will be **activated immediately**. The user will receive a **confirmation email** stating the duration and services included.
- **Expiration:** The Premium Membership **ends automatically at the end of the agreed period;** no separate cancellation is required.
- **Price changes:** The supplier may **change future prices at any time** without this affecting existing contracts.
- **Discounts and promotions:** Discounts, vouchers, or special promotions may be offered for a limited time. These are **only valid for the promotional period in question** and **have no retroactive effect**. Unless otherwise specified, **discounts cannot be combined**.

7.2 Withdrawal by the user

Users may withdraw from their Premium Membership at any time. **The right to a refund only applies if:**

- the Premium features **have not been used** and
- Cancellation is made **within the statutory withdrawal period** or in accordance with the refund policy.
- Cancellation is done by contacting customer support.

7.3 Refund policy

Refunds after cancellation in accordance with section 7.2 are made exclusively in accordance with our [refund policy](#). This contains provisions on:

- requirements for a refund,
- the refund process,
- and any reasons for exclusion.
- Users are required to review this policy before making a purchase.

7.4 Exclusion of refunds in case of use

Refunds are excluded if premium features have been **used even partially**, in particular:

- sending or receiving messages,
- accessing other users' contact details.
- If a profile is deleted, **the possibility of proving entitlement to a refund is lost**. In such cases, a refund is excluded.

7.5 Disclaimer for technical failures

The provider shall only be liable for **technical interruptions, system failures, or malfunctions** that prevent access to the platform in accordance with Section 12. Intended limits.

8. Compliance with legal provisions

8.1 General validity

This compliance clause applies **to all users of the platform**, regardless of whether they are registered candidates (au pairs), host families, or placement agencies.

8.1.1 Compliance with US regulations

Host families or candidates residing in **the United States of America** who wish to participate in an au pair program in the United States **must register through an agency recognized by the US government**. Participation is based on **the J-1 visa program** and is subject to its specific requirements.

It is prohibited to place au pairs in the United States through the platform without a valid visa or without the involvement of an agency accredited in the United States through AuPair.com.

Violation of these provisions may result in the **blocking or deletion of the user account** and **legal consequences**.

8.1.2 Compliance with local regulations in other countries

Users located outside the United States are required to **comply with the laws in force in their country of residence**. This includes, in particular:

- **immigration and visa regulations,**
- **work permits,**
- **documents relating to the right of residence,**
- **and other necessary legal documents.**

8.1.3 Cross-border placements

In the case of **cross-border au pair placements**, both host families and candidates must ensure that they comply with the legal requirements **in both their country of origin and their host country**. This includes, in particular:

- compliance with **labor and residence regulations,**
- proof of **valid work permits and visas,**
- **health insurance requirements,**
- **tax and registration obligations.**
- **Failure to comply with these regulations may result in legal consequences, including deportation, refusal of entry into the country, or financial penalties.**

The platform is only responsible for the consequences of non-compliance with legal provisions within the limits set out in point 12.

8.1.4 Agency Obligations

Au pair agencies registered on AuPair.com undertake to comply with all **legally required licenses, professional standards, and data protection regulations** in their respective countries. In particular, agencies are required to:

- **provide accurate and transparent information about their services,**
- ensure that all au pair placements comply **with visa and labor law requirements,**
- act as **responsible and neutral intermediaries** between host families and candidates,
- and ensure **adequate communication and mediation processes.**

9. Rights of use (license)

9.1 Scope of the license

The provider grants users a **limited, non-exclusive, non-transferable license, which may be revoked at**

any time, to use the platform and its services exclusively **for personal and non-commercial purposes.**

This license is **subject to compliance with these General Terms and Conditions.**

9.2 Prohibited forms of use

It is prohibited, in whole or in part, to:

- **copy, modify, distribute, transmit, or edit the content or services of the platform,**
- **create derivative works,**
- **or perform any actions that disrupt or compromise the proper functioning of the platform.**

10. Responsibility for content

10.1 Provision of services "as is"

AuPair.com services are provided **"as is"** and **"as available."** The provider makes **no express or implied warranties or representations** regarding:

- constant availability,
- technical functioning,
- the accuracy, reliability, or completeness of the content of the information presented,
- or the actual results that may be obtained through their use.

Use is **at the user's own risk.**

10.2 No guarantee of success

There is **no guarantee** that a candidate or host family will find a suitable placement or conclude a contract via the platform. The platform **does not systematically verify** the accuracy, suitability, or timeliness of the content or profiles created by users.

Users are responsible for carrying out the necessary checks before entering into a collaboration.

10.3 Third-party content

Statements, advice, offers, or other content provided via the platform **by other users or third parties,** but **not by AuPair.com itself,** reflect solely the opinion of the respective authors.

The provider **is not editorially responsible** for such content and expressly points out that **you should not blindly rely** on such information.

10.4 No responsibility for user behavior

The provider **is not responsible** for the actions, behavior, or communication of users, either online or offline. It does not actively monitor all interactions and **accepts no liability** for any resulting:

- disputes,
- damages,
- claims, or
- physical or psychological damage.

Each user is responsible for their own safety and compliance with applicable laws.

10.5 No claim to completeness or security

AuPair.com **does not guarantee or warrant** that:

- the information published on the platform is **correct, sufficient, or complete**,
- statements, opinions, or recommendations from other users or third parties (not from AuPair.com itself) **are correct or reliable**,
- the use of the platform is **secure, always available, virus-free, uninterrupted, or error-free**, or that any defects detected will be **immediately eliminated**.

10.6 No guarantee of suitability for users

AuPair.com **does not expressly or implicitly guarantee** that a user of the platform is suitable for working as an au pair, caregiver, or host family.

10.7 Content monitoring in case of suspected abuse

If a user profile is reported or if the platform's automated monitoring system **detects suspected abuse of the messaging system**, the support team may **view and verify the content of the messages**.

Users are expressly advised to observe the **applicable data protection declaration**.

11. Risk assumption by users

11.1 General risk in online use

Although AuPair.com takes **technical and organizational measures** to ensure the security of the platform, the use of an Internet-based service such as AuPair.com always involves **general risks**.

11.2 No supervision or verification of users

AuPair.com **does not conduct training, screening, or background checks** on registered users. **Therefore, we cannot guarantee**

that interactions on or off the platform will always be **safe, respectful, or legitimate.**

11.3 Risks associated with interaction

Users expressly acknowledge that interacting with strangers met on the platform involves risks, in particular:

- **Injury, illness, abuse, and harassment (including sexual assault),**
- **Death,** and
- **All other risks associated with online or offline contact with other users.**

11.4 Personal responsibility and precautionary measures

Users should not rely solely on the security measures taken by AuPair.com. Instead, when contacting other users, they are required **to take all necessary precautions themselves,** for example:

- Personally verifying profile information,
- using publicly available information,
- using video calls for verification before meeting in person.

12. Limitation of liability

12.1 No liability for content and information

AuPair.com takes appropriate measures to ensure the **accuracy of the information provided on the platform,** but assumes responsibility for its completeness, **timeliness, or accuracy only to the extent specified in section 12.2.**

Users are required to **verify all relevant information themselves.** Any information or advice provided by AuPair.com is **for informational purposes only** and does not replace **professional advice,** particularly in **legal, medical, or financial matters.**

If necessary, users should consult qualified personnel.

12.2 Limitation of Liability

AuPair.com is liable without limitation in cases of intent, gross negligence, and culpable injury to life, limb, or health. Notwithstanding the cases of unlimited liability referred to in the preceding sentence, AuPair.com shall only be liable for slightly negligent breaches of contract in the case of breaches of essential contractual obligations, i.e. obligations whose fulfillment is essential for the proper execution of the contract or whose breach jeopardizes the achievement of the purpose of the contract and on whose fulfillment the customer can regularly rely, but limited to the damage typical for the contract and foreseeable at the time of conclusion of the contract.

12.3 Limitation of liability to compensation/lump sum

The total liability of AuPair.com, regardless of the legal basis (e.g., contract, tort), is limited to:

- the amount actually paid for premium services,
- or, if no payment has been made, to a maximum amount of **EUR 40**.

This limitation applies to **all claims for compensation relating to the use of the platform**.

12.4 No liability for fraudulent acts by third parties

AuPair.com is not liable, except in the cases referred to in section 12.2, sentence 1, **for unauthorized access to user accounts** by third parties, for example through:

- **hacker attacks**,
- phishing attempts, or
- other forms of **fraudulent activity**.

13. Exemption

13.1 User indemnification obligation

Users agree to indemnify AuPair.com, its affiliates, employees, and agents from **all third-party claims** caused by the user through:

- the user's use of the platform,
- violations of these terms of use,
- or the infringement of **third-party rights**, in particular **copyrights, trademark rights, personality rights, or privacy rights**.

This also includes **the assumption of appropriate legal and court costs**.

The obligation to indemnify **also applies after the user account has been closed** and covers all actions carried out via the account, including those carried out by unauthorized third parties.

13.2 Obligation to cooperate and right of defense

Users undertake to cooperate in good faith **in the defense of such claims**. AuPair.com has the right, at its own expense, to:

- **assume the defense** and
- assume exclusive control of the proceedings.

A **settlement agreement** may only be concluded with the **written consent** of AuPair.com.

14. Confidentiality and data protection

14.1 User confidentiality obligations

Users undertake to treat as confidential all non-public information they receive in connection with their use of the platform, in particular **the personal data of other users**.

Unauthorized disclosure of such information, whether intentional or negligent, may result in the **immediate blocking or closure of the user account**, as well as **civil or criminal consequences**.

14.2 Platform operator's protection obligations

AuPair.com undertakes to treat **users' confidential data** in accordance with its **privacy policy** and in compliance with **applicable data protection laws**. Transmission to third parties shall only take place:

- with the **user's express consent** or
- on the basis of a **legal obligation**.

14.3 Legal basis for data processing

The platform processes personal data in accordance with:

- the EU **General Data Protection Regulation (GDPR)**,
- and, for US users, the **California Consumer Privacy Act (CCPA)**.

By using the platform, you consent **to the collection, processing, storage, and transmission of your personal data** in accordance with the applicable privacy policy.

14.4 User rights

Under the **GDPR** (and, if applicable, the CCPA), users have the following rights:

- **access** to stored data,
- **rectification** of inaccurate data,
- **erasure** ("right to be forgotten"),
- **restriction of processing**,
- **data portability**,
- As well as the right to object to certain processing.
- Data processing is carried out on the basis of:
 - a **contractual relationship**,
 - a **legal obligation**, or
 - **consent**, if necessary.

14.5 No data disposal, security, international transfer

AuPair.com **does not sell personal data to third parties.** **Technical and organizational security measures** (e.g., encryption, access control) are **taken** to ensure data protection. International data transfers (e.g., to third countries) only take place in compliance with applicable data protection laws, in particular using **the** European Commission's **Standard Contractual Clauses (SCC).**

15. Links to third-party websites

15.1 External links to third-party services

The platform may contain links to **external third-party websites** that **are not owned or controlled** by AuPair.com. **AuPair.com assumes no responsibility** for their content, data protection practices, or terms of use.

Use of these links is **at your own risk.** We recommend that you carefully read **the terms of use and privacy policies** of the respective third-party providers.

15.2 No responsibility for third-party services

AuPair.com makes **no warranty or representation** regarding:

- **the accuracy, relevance, or quality** of the content or services offered through third-party provider websites,
- or any **transactions or data transfers** between users and third parties.

Any interaction with third-party suppliers is **entirely at your own risk** and is **your sole responsibility.**

16. Intellectual property and copyright

16.1 Property Rights

All content on the AuPair.com platform, including, but not limited to, **trademarks, logos, designs, images, software components, and user interfaces,** is **the intellectual property of MultiKulture.K. or its licensors.**

This content is subject to **copyright law (UrhG)** and, where applicable, other **industrial property rights.**

16.2 Limited license

Users are **granted a limited, non-transferable license for personal, non-commercial use** of the platform. By using the platform, **the user does not acquire any ownership rights** or rights of use to the intellectual property rights of AuPair.com, except for the rights expressly granted in these Terms and Conditions.

16.3 Prohibition of Exploitation

Without the express **written consent** of AuPair.com, it is **prohibited** to:

- **modify and distribute** content or components of the platform,
- **make them accessible to the public,** or
- **create derivative works or adaptations thereof.**

16.4 Legal consequences in case of violations

Any **unauthorized use** of AuPair.com's intellectual property may result in **civil and criminal proceedings**. The platform expressly reserves the right to **assert rights of termination, compensation for damages, and information**.

17. Force majeure

17.1 Exclusion of liability in the event of unforeseeable events

AuPair.com is not liable, except in the cases referred to in section 12.2, sentence 1, for **delays or non-fulfillment of contractual obligations**, insofar as these are attributable to events **beyond the reasonable control** of the platform. These include, in particular:

- **natural disasters,**
- **strikes or labor disputes,**
- **war, terrorism, political unrest,**
- **government measures,**
- **as well as technical failures or cyber attacks.**

17.2 Restoration of service

In the event of force majeure, AuPair.com undertakes to **take all reasonable measures to restore the services offered as quickly as possible**. However, **liability** for damages or losses incurred by the user during such an interruption **is limited to the terms of paragraph 12**.

18. Duration, termination, and right of withdrawal

18.1 Contract duration and ordinary termination

These terms of use apply **as long as the user has an active account or uses the platform**. Users can **deactivate their account themselves at any time** or request its deletion via customer service. **Once deleted, accounts cannot be restored:** all stored information and data will be **irrevocably deleted**.

18.2 Extraordinary termination in the event of breach of contract

In the event of a breach of these **General Terms and Conditions** or a violation of legal provisions or the rights of third parties with effect in the Federal Republic of Germany, AuPair.com has the right, insofar as it is not reasonable to continue the contractual relationship, to **block the user at any time and without prior notice or justification**.

Payments already made may be retained in this case.

18.3 Deactivation instead of deletion

A user account can also be **temporarily deactivated**. Deactivated accounts **are not visible to other users and cannot be contacted**.

18.4 Declaration of withdrawal

If the customer is a consumer, the following applies:

Information on the right of withdrawal

Right of withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us (MultiKultur e.K., Helmholtzstr. 50, 50825 Cologne; email:info@aupair.com) of your decision to withdraw from this contract by means of an explicit statement (e.g., a letter sent by post or email). You may use the attached withdrawal form for this purpose, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period expires.

Consequences of withdrawal

If you withdraw from this contract, we will reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from your choice of a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. We will use the same means of payment for this refund as you used for the original transaction, unless otherwise agreed with you; in no event will you be charged for this refund.

Sample withdrawal form

(If you wish to withdraw from the contract, please fill out this form and send it to us).

To MultiKultur e.K., Helmholtzstr. 50, 50825 Cologne:

I/We (*) hereby withdraw from the contract concluded by me/us (*) for the provision of the AuPair.com platform service.

Ordered on (*)/received on (*) Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only in case of paper communication)

Date

(*) Delete as appropriate.

18.5 Refund in case of effective withdrawal

If the withdrawal has been exercised correctly and there are **rights to a refund**, the refund will be made immediately, **at the latest within 14 days of receipt of the withdrawal notice**.

Refunds will be made using the same payment method used for the original purchase, **unless expressly agreed otherwise**.

18.6 No proof in case of deleted account

If the user account has already been deleted, **all stored data is irrevocably deleted**. In this case, **it is no longer possible to prove whether the requirements for a refund have been met**, and the **right to a refund expires**.

18.7 Note on the refund policy

All users are advised to carefully read the AuPair.com **refund policy** before purchasing a Premium Membership.

18.8 Provision of Premium Services

The Premium Membership is considered **provided** as soon as one of the following conditions occurs:

- Host families send or reply to **personalized messages** or reveal their **contact details**.
- Applicants send **messages after upgrading**.
- Access to **premium documents with password protection** has been granted.

18.9 Withdrawal of consent to the privacy policy

If **consent [to the privacy policy](#)** is not granted or is revoked, AuPair.com reserves the right to **block or delete the user's account at any time**.

18.10 Deletion of ineligible user accounts

The platform may delete user accounts whose **categorization does not correspond to their actual usage status**(e.g., au pair, agency, or host family).

19. Dispute resolution

19.1 Consensual solution before taking legal action

Users are expressly invited to contact AuPair.com (**email: info@aupair.com**) **before taking legal action**, in order to resolve any disputes **consensually, quickly, and objectively**.

20. Applicable law and jurisdiction

20.1 Applicable law

These General Terms and Conditions are subject exclusively to **the law of the Federal Republic of Germany**, excluding international private law (in particular conflict of laws rules) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.2 Place of jurisdiction and procedural language

The court of Cologne, Germany, shall have exclusive jurisdiction over all legal disputes arising from or in connection with these terms and conditions. **The contract language and procedural language is German.**

20.3 Language version and interpretation

These Terms of Use may be provided in different language versions. In the event of **contradictions or discrepancies** between the versions, **the German version shall be authoritative**.

20.4 Regulation of costs for proceedings abroad

If a user initiates proceedings outside Germany **and loses, they undertake to bear all court and out-of-court costs**, including **legal and travel expenses** for both parties.

21. Other provisions

21.1 Entire Agreement

These Terms of Use, together with **the Privacy Policy, Refund Policy**, and other documented policies, constitute **the entire agreement** between you and AuPair.com. **Any prior agreements or side agreements** are hereby superseded.

21.2 Severability

Should individual provisions of these Terms of Use be or become wholly or partially **ineffective, illegal, or unenforceable**, this shall not affect **the effectiveness of the remaining provisions**. The ineffective provision shall be replaced by a **legally permissible provision** that comes as close as possible to the economic purpose.

21.3 No tacit forfeiture

Failure **to assert rights or a delayed reaction** on the part of AuPair.com **does not constitute a waiver of existing rights**. Similarly, a single tolerance **does not imply a waiver of the right to future compliance with the conditions**.

22. Amendments and adjustments to the General Terms and Conditions

22.1 Reservation of changes

The platform reserves the right to amend, adapt, or supplement these General Terms and Conditions at any time, in particular due to legislative changes, technical developments, or to improve the user experience.

22.2 Notification of changes:

Changes to these GTC will be communicated to users at least 30 days before they come into effect by email, via the platform, or by another appropriate form of communication. It is the user's responsibility to carefully read the updated GTC.

22.3 Right of objection:

If the user does not agree with the changes, they have the right to withdraw from the contract under the amended terms and conditions. Withdrawal must take place within 30 days of notification of the changes. If the user continues to use the company's services after this period has expired, this will be considered as explicit consent to the amended GTC.

22.4 Effective date of the amendments:

The changes to the GTC shall take effect upon expiry of the period specified in the notification, unless the user objects in a timely manner and withdraws from the contract.

