

TERMS OF PARTICIPATION

for the online portal **granny-aupair.com** (as at march/2014)

1. Object of the Agreement

Granny-Aupair Michaela Hansen e.K (hereinafter “Granny-Aupair”) operates the portal www.granny-aupair.com, which gives registered users the opportunity to find guest families or au pair “grannies” and make contact with them. Use of the portal’s basic functions is free of charge. Additional functions (e.g. contacting, making a profile visible) can only be used for a charge with full membership, which can be purchased after registration. For registered users (“Participants”), these Conditions of Participation shall apply together with the terms on the registration form.

2. The Granny-Aupair portal

2.1. The online portal gives Participants the opportunity to find guest families or grannies and make contact with them. The service provided by Granny-Aupair is restricted solely to the provision of the portal. The specific features of the portal can be found in the portal description. At no point will Granny-Aupair actively mediate contacts. Any agreements made via the portal are solely concluded between the respective Participants. Granny-Aupair is not a contracting party.

2.2. Due to the technical features, particularly the exclusive accessibility of the online portal via the Internet, there may be interruptions to availability and the online portal may be inaccessible at times, e.g. due to disruptions in public communication networks or power cuts. Granny-Aupair shall not be liable for the permanent accessibility of the online portal. The online portal will also be wholly or partly inaccessible during ordinary maintenance times (for example, when installing new software); however, Granny-Aupair will endeavour to restrict these maintenance times to periods of low usage, when possible.

2.3. Granny-Aupair shall be free to make changes, particularly to make extensions to the online portal, at any time, whilst maintaining the essential functions of the online portal. Granny-Aupair shall notify Participants of significant changes to the online portal at least one month before implementation. In the event of a change to the online portal that is unreasonable to a Participant, the Participant may terminate the Participation Agreement extraordinarily within two weeks of receiving notification of the date on which the change shall be implemented.

3. Registration

3.1. An application for registration is required for participation; this is made by completing the participation form. Registration is prohibited for persons not over the age of 18 years. They have no right to register. Granny-Aupair is entitled to reject an application for registration. Upon request, the Participant shall send Granny-Aupair a copy of their identification.

3.2. User names and passwords received by Participants for the online portal must be stored carefully by the Participants at all times; they may not be given to third parties and Granny-Aupair must be informed immediately if an unauthorised third party may have obtained knowledge of passwords and user names. Granny-Aupair will not pass the password on to third parties or ask Participants for the password under any circumstances.

4. Participant obligations

4.1. The Participant shall solely use the access provided for their own use and not provide it to third parties.

4.2. The Participant is explicitly forbidden from copying or saving the contents of the portal or making it accessible to third parties. They are also explicitly forbidden from technical tampering, which could have an adverse effect on the accessibility of the online portal.

4.3. The Participant is explicitly forbidden from:

- entering illegal or unethical information in the online portal,
- entering data that contains a virus, a Trojan or similar malware,
- entering content that violates third party rights,
- posting comments (including URLs to third party websites) that do not relate to the content of the portal.

5. Subscription/payment

The subscription fee payable by the Participant includes statutory VAT. Subscription fees shall be paid in advance; they are payable by PayPal, credit card or bank transfer.

6. Blocking

6.1. Granny-Aupair shall be entitled to block access if third parties clearly demonstrate a rights violation - such as a breach of copyright - by the Participant. Granny-Aupair does not have to review the extent to which the alleged rights violation is justified; instead, the Participant is responsible for legally defending themselves, e.g. by taking appropriate action against the third parties.

6.2. Granny-Aupair shall inform the Participant of the measures taken and give them the opportunity to comment.

7. Duration of the Participation Agreement, termination, change to the terms of use

7.1. The duration of the Agreement is agreed on during the registration process. Following the expiry of the agreed contract term, the Participant shall have the opportunity to renew the Agreement. If they do not do so, the Agreement shall end automatically. The right to extraordinary termination with good cause shall remain unaffected. All notices of termination are required to be in written form.

7.2. In particular, good cause for extraordinary termination by Granny-Aupair shall be present if the Participant violates their obligations from Section 4.

7.3. Good cause shall also be present if the Participant is more than four weeks late in making a payment.

7.4. All of the Participant's content in the system shall be blocked upon termination of the Participation Agreement; the content - except for the comments posted by the Participant - shall be deleted as soon as it is no longer required for Granny-Aupair to assert and/or implement rights.

7.5. Granny-Aupair can offer amendments to these terms of use to the Participant by email, at the latest within two months before the date of their intended validity. The Participant's approval shall be deemed granted if they have not raised any objections before the intended date of validity of the amendments. Granny-Aupair shall make special reference to this de facto approval in the offer.

8. Final provisions

8.1. Amendments and additions to this Agreement must be in writing. Transmission by fax also satisfies the written form requirement, but email does not.

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