



TERMS & CONDITIONS AUPAIRCARE EUROPE GMBH FOR THE PLACEMENT WITHIN THE AU PAIR PROGRAM IN THE USA

§ 1 APPLICABILITY

- (1) AuPairCare Europe GmbH (AuPairCare Europe) with its registered office at Giesebrechtstr. 10, 10629 Berlin, Germany takes over the placement of an au pair stay in the USA through AuPairCare Inc. (AuPairCare USA) with registered office in 600 California Street, Floor 10, San Francisco, CA 94108, U.S.A.
- (2) Only the detailed contractual conditions of the contractual partner AuPairCare USA (Au pair Agreement), which each au pair receives in English as well as with an understanding translation with the detailed application documents, apply to the mediated contractual relationship as an au pair. These terms and conditions are subject to US law.
- (3) With the conclusion of the au pair contract, the provisions mentioned there are legally binding for the au pair, AuPairCare USA and the host family.

§ 2 AGENCY SERVICES of AuPairCare Europe GmbH (AuPairCare Europe)

The au pair receives the following placement services from AuPairCare Europe:

- Verification of the visa guidelines of the Department of States for the J-1 visa for au pairs
- Advice and support during the entire application process as well as during the au pair stay by AuPairCare Europe
- personal interview
- Assistance in applying for a visa (the visa fee is an additional fee)
- 24-hour emergency number in Germany

AuPairCare Europe undertakes to inform the au pair about the relevant regulations and guidelines of the au pair program in the USA.

§ 3 AGENCY SERVICES of AuPairCare Inc. (AuPairCare USA)

The au pair receives the following placement services from AuPairCare USA:

- Placement as au pair in an American host family with free board, lodging and pocket money
The U.S. Department of State calculation of the minimum weekly stipend of \$195.75 is based on the federal minimum wage with a 40% deduction for room and board in exchange for childcare services. Host families and au pairs are free to agree to compensation higher than the legally applicable minimum.
- Outward flight from a major German, Austrian or Swiss airport
- Return flight at successful end of program from one of the approx. 100 possible US departure airports
- Health, accident, liability and luggage insurance for 12 months
- Support in the USA by AuPairCare USA employees
- 24-hour emergency number in the USA

§ 4 DUTY OF COOPERATION OF THE AU PAIR

- (1) The au pair undertakes to comply with the valid regulations, laws and guidelines of the Federal Republic of Germany/Switzerland/Austria concerning the au pair program.
- (2) The au pair must meet all requirements for the au pair program in the USA.
- (3) The au pair must have all necessary documents for the application and the visa in time and apply for them in time.
- (4) The au pair acknowledges the detailed contractual conditions of the AuPairCare USA au pair program and adheres to them.
- (5) The au pair undertakes to comply with the laws of the host country.

Intrax | AuPairCare | Ayusa

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§ 5 PLACEMENT

- (1) AuPairCare Europe accepts the placement order by sending the completed application documents of the au pair to the USA and a written confirmation of shipment from AuPairCare Europe to the au pair. The placement of the order does not entail any costs for the au pair.
- (2) All documents required for the au pair program in the USA must be truthfully filled in by the au pair.
- (3) In order to ensure a fast and successful placement of the au pair, a short profile (video, photos, short description) of the au pair will be published on the website of AuPairCare USA.
- (4) Neither AuPairCare Europe nor AuPairCare USA can guarantee the placement as an au pair in an American host family, as the American host family decides which applicant they would like to accept.
- (5) AuPairCare Europe or AuPairCare USA also do not assume any guarantee or liability with regard to the starting date requested by the au pair. The same applies to further wishes and conditions of the au pair in the application process.
- (6) AuPairCare Europe accompanies the au pair from the beginning of the application process until the end of the au pair's stay in the destination country. When the au pair arrives in the target country, the primary contact person for the au pair is AuPairCare USA.
- (7) The placement proposals left to the au pair are exclusively intended for the respective au pair. A passing on to third parties is prohibited.
- (8) If the host family is no longer available in the host country for reasons for which the au pair is not responsible, the au pair is entitled to be placed in another host family in the destination country without further costs, provided that a suitable one can be found. Alternatively, the au pair is free to withdraw from the contract without any cancellation fees.

§ 6 PAYMENT

If a family in the USA has decided on an au pair, the au pair receives a payment request from AuPairCare Europe for the placement fee of currently € 899 (departures 2019) respectively € 1090 (departures 2020). Only after AuPairCare Europe has received the placement fee, will the visa documents be sent to the au pair.

§ 7 PASSPORT / VISA

The au pair is responsible for obtaining the necessary identity papers, visa and other certificates. AuPairCare Europe supports the au pair with possible applications, but has no influence on permissions.

§ 8 WITHDRAWAL, RELOCATION, TERMINATION

- (1) The au pair can withdraw from the placement order at any time before the start of the trip. The withdrawal must be made to AuPairCare Europe. In order to avoid misunderstandings and for evidence purposes, we recommend that you declare your withdrawal in writing. If the resignation takes place before placement in the host family of the destination country, no costs and fees arise for the au pair. In case of withdrawal after placement with an American host family, but before departure to the USA, AuPairCare Europe is entitled to claim an appropriate compensation of the placement fee of 200 Euro, taking into account potential saved expenses and possible other use of the placement services. This also applies if the visa is not approved by the American authorities. AuPairCare Europe is further authorized by AuPairCare USA to claim the cancellation or flight rebooking costs due to AuPairCare Europe in its own name and for its own account according to its provisions in Section D of the contract between the au pair and AuPairCare USA.
- (2) If AuPairCare Europe demands a lump sum compensation according to paragraph 1, the au pair is expressly granted the right to prove that no damage at all or considerably less than the lump sum has been incurred. AuPairCare Europe is obliged to justify the amount of the compensation at the request of the au pair.
- (3) In the event of serious problems between the au pair and the host family, AuPairCare USA will endeavour to mediate and, if necessary, relocate the au pair. However, neither AuPairCare USA nor AuPairCare Europe can guarantee their success. In case of an early termination of the employment relationship by the au pair or the host family, no costs can be reimbursed.
- (4) In case of premature termination of the stay, we ask the au pair to assert claims or to remedy possible defects directly at AuPairCare USA.

- (5) A contractual termination of the AuPairCare USA au pair program is when the program is terminated after 12 months (without optional extension) and AuPairCare USA has proof of 6 credits (60 hours) at a recognized American university.

§ 9 EXCLUSION

In the event of substantial errors, breaches of duty or breaches of the au pair's legal provisions, AuPairCare Europe reserves the right to exclude the au pair from the placement.

§ 10 LIABILITY LIMITATION

- (1) AuPairCare Europe is liable to the au pair for damages only in the amount of three times the commission fees if the damages are not bodily injuries and AuPairCare Europe has not caused the damages culpably.
- (2) If international agreements or legal regulations based on such agreements apply to a travel service, according to which a claim for damages only arises or can only be asserted under certain conditions or restrictions or is excluded under certain conditions, AuPairCare Europe can also refer to this in relation to the au pair.
- (3) If the au pair has a claim against AuPairCare Europe for damages or for reimbursement of an amount paid too much as a result of a reduction, the au pair must be credited with the amount received as compensation or reimbursement as a result of the same event in accordance with international agreements or legal regulations based on such agreements or in accordance with the regulations mentioned in § 651 p paragraph 3 BGB.

§ 11 DATA PROTECTION AND CONSENT TO THE COLLECTION, PROCESSING AND USE OF DATA

- (1) AuPairCare Europe must collect and process numerous personal data in order to successfully place au pairs in the au pair program and to fulfil the services described in § 2 of the participation contract. Detailed information on the purposes and scope of data collection, processing and use can be found in the enclosed "Information Sheet for Participants in the Au pair Programme: How we collect and process personal data at AuPairCare Europe". The au pair is aware that this is an integral part of the contract and is only printed separately for reasons of clarity.
- (2) In order to carry out the application procedure and to search for a host family, AuPairCare Europe must also ask the au pair health-related questions and collect information about his/her religion. The data will be transmitted to AuPairCare USA and potential host families, if this is necessary for the placement in a suitable host family on site as well as the care of the au pairs in the host country. In individual cases, participation in the program may not be possible due to health restrictions. By signing this contract, the au pair agrees to the collection, processing and use of this special personal data.
- (3) For the search of a host family in the host country a short description is published from the application documents of the partner organization locally in the Internet. By signing this contract, the au pair consents to the publication of this information.
- (4) The submission of the following declarations of consent is voluntary and a given consent can be revoked at any time. Without consent, however, participation in the application procedure or in the au pair programme with placement in a host family at AuPairCare Europe is generally not possible.

§ 12 CONSENT TO PHOTO/VIDEO USE

- (1) Au pairs have the possibility to send photos and videos, which were taken during the programmes, to AuPairCare Europe in different ways. AuPairCare Europe reserves the right to use selected photos and videos on AuPairCare Europe and Ayusa-Intrax websites, the Ayusa-Intrax blog and social media channels (such as Facebook, Instagram) operated by AuPairCare Europe or Ayusa-Intrax. In addition, AuPairCare Europe takes photos or videos of the au pairs at various official events (e.g. return meetings, fairs and other events) in order to inform other or former participants, interested parties or other third parties about AuPairCare Europe and its programmes. By participating in the event or by uploading the pictures and videos, the Au Pair grants the right to use and publish the photos and videos to the extent described.
- (2) The participants have the possibility at any time to contradict the use for the future by simple explanation opposite AuPairCare Europe (letter, E-Mail) with name and designation of the photo. A remuneration for the use will not be paid.

§ 13 DISPUTE SETTLEMENT PROCEDURE

- (1) AuPairCare Europe is not obliged to participate in a consumer mediation procedure and does not participate in a voluntary dispute resolution procedure before a consumer mediation body.
- (2) The EU Commission provides an online platform (OS platform) at <http://ec.Europe.eu/consumers/odr> for the settlement of consumer disputes. The OS platform offers consumers the opportunity to settle disputes with an entrepreneur from an online service contract or online purchase contract out of court.

§ 14 OTHER

- (1) Amendments or supplements to the terms and conditions of contract and participation must be made in writing.
- (2) The mediation contract with AuPairCare Europe is subject to German law.
- (3) Should individual provisions of this contract prove to be ineffective or unenforceable in whole or in part or become ineffective or unenforceable as a result of changes in legislation after conclusion of the contract, the remaining contractual provisions and the effectiveness of the contract as a whole remain unaffected by this. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes as close as possible to the meaning and purpose of the invalid provision.

CONSENT TO THE COLLECTION, PROCESSING AND USE OF DATA

By signing this contract I agree that my personal data and in particular the information about my religious conviction and health as well as - if I provide this information - my ethnic origin, political conviction or sexual orientation, may be collected, processed and used by AuPairCare Europe and passed on to the partner organisation in the respective host country if this is specifically required for the application procedure for the au pair programme and according to the enclosed "Information Sheet for Participants in the AuPairCare Europe Programme: How we collect and process personal data at AuPairCare Europe".

By signing this contract, I further agree that the local partner organisation may publish some information from my application in the form of an au pair short profile on the Internet in accordance with the enclosed "Information sheet for participants in the AuPairCare Europe programme: How we collect and process personal data at AuPairCare Europe".

CONSENT TO THE USE OF PHOTOGRAPHY/VIDEO, REFERENCE TO THE RIGHT OF WITHDRAWAL

By signing this contract I agree that photos and videos which AuPairCare Europe takes at official events or which I have transmitted to AuPairCare Europe can be used free of charge by AuPairCare Europe and Ayusa-Intrax for advertising and information purposes. The right of use is temporally and spatially unlimited and extends to all currently known types of use and also includes the duplication, distribution, digitalisation, exhibition, demonstration, broadcast, public accessibility and public reproduction by image/sound/data carriers. The recordings may therefore be used both digitally and analogously in all suitable media (e.g. online use of any kind, any print use, interactive and multimedia use, etc.) and stored in databases, even if they are accessible online.

The photographs may be edited or redesigned (e.g. montage, combination with pictures, texts or graphics, photo-technical alienation, colouring) while preserving the au pair's personal rights. The au pair's name will only be mentioned with the au pair's separate consent and is at the discretion of the authorised user. The transfer of the right of use takes place without remuneration and can be revoked at any time with effect for the future by e-mail or letter to AuPairCare Europe.

FINAL CLAUSE

I confirm that the information I have given in my au pair application is true and that I am aware of, understand and comply with the country specific requirements of the au pair program in the USA as listed in the AuPairCare brochure Au pair (USA/Australia).

I have read the terms and conditions completely and thoroughly and I have been given the opportunity to ask questions regarding their meaning. I have understood everything and accept the terms and conditions.

Place and date: _____

Name (in block letters): _____

Signature: _____

EMERGENCY INFORMATION

Please indicate 2 different contact persons who can be contacted in case of an emergency (Please provide different contact details and mobile phone numbers if possible!)

1. EMERGENCY CONTACT

Last name, first name, degree of relationship

Mobile phone number, email address

2. EMERGENCY CONTACT

Last name, first name, degree of relationship

Mobile phone number, email address