

General Terms and Conditions (GTC)

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§ 1 Scope and offers

1.1 These General Terms and Conditions (GTC) apply to all contracts that you conclude with us via the website einfach-elterngeld.de, the customer area, the appointment portal termin.einfach-elterngeld.de or by email, namely for

- a) the parental allowance calculator and our information content (free of charge, § 4),
- b) the parental allowance software, an online application assistant (subject to a charge, § 5),
- c) the parental allowance consultation in the Basic, Top and Premium packages (subject to a charge, § 6), including the activation of the parental allowance software for customers of the Basic package (§ 6.8).

The parental allowance course is not sold by us but by the platform Udemy (§ 7).

1.2 The exact services are set out in these GTC and in the service description displayed when you place your order. The scope of the service is governed by the service description that was displayed when the contract was concluded. Everything else is governed by these GTC.

1.3 A consumer is any natural person who concludes a contract for purposes that are predominantly private (Section 13 of the German Civil Code (BGB)).

1.4 Deviating terms of customers only apply if we expressly agree to them.

§ 2 Nature of the services

2.1 We offer standardised information, calculation, form-filling and organisational services relating to parental allowance (Elterngeld), maternity benefits, child benefit and parental leave. Their content and scope are set out in the respective service description.

2.2 Our calculations and documents are based on the information you provide, the documents you make available and professional rules defined in advance. We do not represent you before public authorities and do not make declarations in your name.

2.3 Only the competent authority decides on entitlement to, the amount of and the granting of state benefits. Calculation results are forecasts; we do not owe any particular notice of decision or any particular amount of benefit.

2.4 Before submitting them, you check the application documents provided for accuracy and completeness, sign them where required and submit them yourself. You remain responsible for meeting

your deadlines.

§ 3 Conclusion of contract, contract documents, language

3.1 The presentation of our offers on the website does not yet constitute a binding offer.

3.2 Ordering online: You select the product, enter your details and select a payment method. Immediately before submitting your order, you see a summary showing the product, the term or scope of services, the total price and your details. Up to that point, you can correct input errors. By clicking "Order and pay now" („Jetzt kostenpflichtig bestellen"), you make a binding offer.

3.3 The contract is concluded as soon as we confirm your order by email ("order confirmation") or activate your access, whichever happens first. For credit card, SEPA direct debit, Klarna and PayPal, this is usually the case immediately after the payment process. For payment by invoice (consultation only), the contract is concluded with the order confirmation. We store the time of conclusion of the contract separately for each order.

3.4 Contract documents: With the order confirmation, you receive by email as a PDF (durable medium):

- your order details,
- the GTC applicable at the time the contract was concluded, with their version,
- the withdrawal notice and the model withdrawal form.

We confirm to you, stating their wording and time, any declarations that you make later in the customer account (e.g. the request under § 9.3 or consents). All documents can be accessed permanently in your customer account.

3.5 Languages: Contracts can be concluded in German or English. Both versions of these GTC are identical in content and bear the same version designation; the English version is a translation. We store the language in which you place your order with your order. Your mandatory rights as a consumer remain unaffected.

§ 4 Free parental allowance calculator and information content

4.1 We provide calculators, guide articles, checklists and downloads (e.g. official forms) free of charge and without obligation (§ 2).

4.2 We endeavour to keep the content up to date and accurate. However, laws and forms change frequently. The official information and your notice of decision are decisive.

4.3 Before you use the parental allowance calculator, we separately ask for your consent to the processing of information on pregnancy, birth and health (see privacy policy). Without a customer account, we store your entries only in encrypted form in your session; they are deleted when the session ends, at the latest 120 minutes after your last entry. We only transfer them to the parental allowance software if you actively choose to do so when making a purchase.

§ 5 Parental allowance software (digital service)

5.1 Service: The parental allowance software is a digital service: a browser-based online application assistant with a customer account. It asks for the information required for your applications, stores it and

uses it to create the official application forms of your federal state as completed, editable PDF files. In addition, there is a cover letter stating the competent office and a list of the documents to be enclosed. The service description states which forms are supported.

5.2 Provision: We activate the software in your customer account immediately after the contract is concluded.

5.3 Licence per birth: One licence covers the one-time creation of the parental allowance application and the child benefit application for one birth, including multiple births.

- Until the applications are created, you can save and change your details as often as you like.
- The licence is not limited in time; it is valid until the applications have been created once. It is used up when the applications are created.
- A new licence is required for a further birth.
- There is no subscription. The price is payable once.
- A paid licence that has not yet been used remains valid without any time limit; your customer account is kept for this purpose.
- The licence is intended for the applications relating to your own child's birth. Commercial use, such as creating applications for third parties, is not permitted. If we have reasonable grounds to suspect commercial use, we may block access to the software. You can request reactivation through the software.

5.4 Support and access after the applications have been created: We answer questions about the software until your licence has been used up, i.e. until your applications have been created. How long your generated applications and details then remain stored in the customer account is for you to choose: delete immediately, or 6, 12, 24 or 36 months after the applications have been created. The default setting is 12 months. You can change your choice in the customer account at any time or delete your data immediately. We inform you by email 30 days before expiry so that you can download your files or extend the period; the period is not extended without action on your part.

5.5 Updates: Until your applications have been created, we provide the updates that are necessary for the software to function in accordance with the contract (Section 327f BGB), in particular in the case of new official forms or calculation rules. We do not subsequently change PDFs that have already been generated.

5.6 Availability: We endeavour to keep the software accessible with as few interruptions as possible. During maintenance, security updates and disruptions for which we are not responsible, the software may be temporarily unavailable. Where possible, we schedule planned maintenance at times of low traffic.

5.7 Right of use: You receive a non-exclusive, non-transferable right to use the software for your own applications. The following are not permitted:

- use for third parties in return for payment,
- automated extraction of data,
- multiple registrations under different identities.

5.8 Access and security: Keep your login details secret. We may require a second factor for logging in: a code by email, an authenticator app or a passkey. If you suspect misuse, please inform us without undue delay.

5.9 Check before submitting: Due to particular features of the official forms, it may happen that a field is not filled in, or not filled in appropriately. Therefore, check every form before you sign it (§ 2.4). Please report errors to support@einfach-elterngeld.de.

§ 6 Parental allowance consultation (Basic, Top and Premium packages)

6.1 Services as set out in the service description of the package booked:

- **Basic:** a personal session by telephone or video conference (Microsoft Teams) lasting approximately 60 to 90 minutes. In advance, we calculate your expected parental allowance entitlement on the basis of your documents and information (§ 2.3). During the session, we explain the standardised benefit models (basic parental allowance, ElterngeldPlus, partnership bonus) on the basis of your calculation, support you in organising your application and answer your questions about our services and the application procedure.
- **Top:** as Basic, plus a checklist of the documents required after the birth. After you have uploaded them, we prepare your parental allowance applications on the basis of your information and documents and make them available to you for review and approval (§ 2.4).
- **Premium:** as Top, plus preparation of the child benefit application and of the parental leave notification for your employer and, on request, a schematic calculation of the employer's supplement to maternity benefit on the basis of the values you provide.

6.2 Documents: Please upload the requested pre-birth documents in the upload area no later than 24 hours before the session. You upload the documents required after the birth (Top and Premium) as soon as they are available.

6.3 Procedure: After you have booked, we arrange an appointment with you, usually via the appointment portal. Each package includes one session. The services are provided by our consultants. There is no entitlement to a specific person.

6.4 Scope and end:

- The package price applies to one birth, including multiple births. For Top and Premium, it covers the applications of both parents.
- A child from a later birth is not included; a new package is required for this.
- The package ends upon performance: for Basic with the session, for Top and Premium with the provision of the applications.
- We also answer follow-up questions about the application procedure by email after that, until the end of the period in which parental allowance is received.

6.5 Income limit (Top and Premium): If it is only determined after the consultation session that there is no entitlement to parental allowance for the birth in question because the statutory income limit applicable at the time of birth is exceeded, the price of the Top or Premium package booked is reduced to at least EUR 169.00 including VAT, depending on the services already provided. We refund any excess amount already paid within 14 days via the original means of payment. Other services of the package will then no longer be provided, unless we expressly agree otherwise.

6.6 Cancelling or rescheduling appointments; liquidated damages

- a) You can cancel or reschedule an appointment free of charge up to 48 hours before it begins.
- b) If you cancel an agreed consultation appointment less than 48 hours before it begins or do not attend it, we incur a loss: at such short notice, the appointment reserved for you and the preparation by your consultant can usually no longer be used otherwise, and organisation and preparation have to be repeated for the replacement appointment. We quantify this loss at a flat rate of EUR 69.00. We may claim these liquidated damages if you are responsible for the short-notice cancellation or non-attendance.
- c) If the pre-birth documents (6.2) are missing, this only triggers the flat rate if the session cannot take place for this reason and you are responsible for the delay.
- d) The flat rate does not apply if we were able to allocate the appointment to someone else. Nor does it apply if you could not attend the appointment due to illness, childbirth or another reason for which you are not responsible.
- e) You are expressly entitled to prove that we have suffered no loss at all or a significantly lower loss.
- f) Your booked consultation package remains in place; we will arrange a replacement appointment with you. If we cancel an appointment, we will offer you a replacement appointment as soon as possible.

6.7 Video sessions are held via Microsoft Teams. You do not need an account or any installation for this. Sessions are not recorded.

6.8 Activation of the parental allowance software for the Basic package

- a) After the session of the Basic package, you can have the parental allowance software additionally activated in your customer account. This is a separate contract with its own order, its own invoice and its own withdrawal period (§ 9).
- b) Service for the birth for which you booked the consultation (including multiple births): editing the parental allowance calculator and the monthly planning, entering master data and creating the parental allowance and child benefit applications of the supported federal state once as completed PDF files. Your calculation from the consultation is transferred; we do not check what you change afterwards. The services of the Top and Premium packages under § 6.1 are not included, in particular the preparation or review of your applications by your consultant. Otherwise, § 5 applies.
- c) Price: as stated in the order summary (currently EUR 19.95 including VAT), one-off, no subscription. Payment methods as stated in the order summary; payment by invoice is not possible. Voucher codes cannot be redeemed.
- d) Before the first use, we ask you separately whether we should begin before the withdrawal period expires (§ 9.3). A declaration you made for the consultation does not apply to this.
- e) The satisfaction guarantee under § 10 does not apply to the activation. Your statutory rights remain unaffected.

§ 7 Parental allowance course (via Udemy)

7.1 The parental allowance course is an online video course with general information. It is provided exclusively via the Udemy platform. We sell neither the course nor vouchers for the course.

7.2 Purchase on Udemy: If you buy the course on udemy.com, Udemy alone is your contractual partner. In that case, Udemy's price and its payment, withdrawal and refund terms apply.

7.3 Customer benefit for software customers: In the customer area, you receive a Udemy voucher with which you can buy the course directly on udemy.com at a reduced price (Udemy displays the price and

validity). The voucher is a free price benefit; the contractual partner is Udemy, and § 7.2 applies.

§ 8 Prices, payment, vouchers

8.1 The prices displayed when you place your order apply. All prices are final prices including statutory VAT. There are no shipping costs.

8.2 Payment methods:

- Credit card, SEPA direct debit and Klarna, processed by Stripe Payments Europe, Limited (Ireland). For Klarna, the terms and conditions of Klarna Bank AB (publ) also apply.
- PayPal, processed by PayPal (Europe) S.à r.l. et Cie, S.C.A. (Luxembourg).
- Invoice, only for the parental allowance consultation. The invoice amount is due no later than one working day before the agreed session date and must have been received by us by then. If it has not been received in time, we may reschedule the appointment. Your entitlement to the service remains in place.

The order summary shows which payment methods are available for a product.

8.3 SEPA direct debit: When you place your order, you grant a SEPA direct debit mandate. The amount is due once the mandate has been granted, but not before the period for the pre-notification has expired; we do not collect it before then. Pre-notification is any communication from us announcing a debit by SEPA direct debit, usually the order confirmation or the invoice. If the direct debit is not honoured due to insufficient funds or incorrect bank details, or if you object to the debit although you are not entitled to do so, you bear the resulting bank charges if you are responsible for this.

8.4 If a payment is charged back or not executed, we may block access to the paid service until the amount has been settled.

8.5 Voucher codes:

- One voucher code can be redeemed per order. Voucher codes cannot be combined with each other.
- A voucher is only valid for the product stated in it and only within the stated period.
- Vouchers are not paid out in cash and are not credited retrospectively to orders already placed.
- Promotions with different rules state this expressly.

8.6 “Customers refer customers”: The conditions of participation in Annex 3 apply to customers of the parental allowance software.

§ 9 Right of withdrawal and electronic withdrawal function

9.1 Statutory right of withdrawal: As a consumer, you have a statutory right of withdrawal. Details are set out in the withdrawal notice (Annex 1). It is also available at einfach-elterngeld.de/en/revocation. The withdrawal period begins separately for each order when the contract for that order is concluded. Udemy's rules apply to purchases on Udemy.

9.2 Withdrawing from the contract online: During the withdrawal period, you will find the highlighted button “Withdraw from contract” („Vertrag widerrufen“, einfach-elterngeld.de/en/withdraw-contract) on every page of our website and in your customer account. It can be used without logging in. The process has two steps:

a) You enter, or confirm, your name, the contract from which you wish to withdraw (e.g. customer or invoice number; pre-filled in the customer account) and the email address for the acknowledgement of receipt.

b) You send the withdrawal by clicking the button “Confirm withdrawal” („Widerruf bestätigen“).

We send you an acknowledgement of receipt by email without undue delay, stating the content of your declaration, the date and time of receipt and a reference number. You see the same information immediately on the web page. If a declaration reaches us after the withdrawal period has expired, we still accept it and review it. You can also still withdraw by letter or email, with or without the model withdrawal form (Annex 2).

9.3 Start of performance before the withdrawal period expires (software, activation, consultation):

a) We only begin performance before the withdrawal period expires if you expressly request this. We ask you about this in your customer account, namely

- for the parental allowance software (including after an activation under § 6.8), before you continue working beyond step 1 of the parental allowance calculator,
- for the parental allowance consultation, before you upload your first document.

With the same declaration, you confirm that you are aware that your right of withdrawal lapses once we have performed the contract in full.

b) Your right of withdrawal lapses only once we have provided the service in full, and only if you have previously given your consent under a) (Section 356(4) and (5) BGB). The activation, the first login or the declaration under a) do not, on their own, cause the right of withdrawal to lapse.

c) If you withdraw before then, you owe proportionate compensation for the value of services provided up to the time of withdrawal, in accordance with the statutory provisions (Section 357a BGB).

d) We confirm your declaration under a) with its wording and time (§ 3.4). The button “Withdraw from contract” remains visible as long as the statutory withdrawal period is running.

9.4 Consequences of withdrawal:

- We refund payments in accordance with the withdrawal notice, less any compensation for the value of services provided, and document the refund.
- We block the service from which you have withdrawn after checking the withdrawal.
- Your customer account remains in place: invoices and your data protection rights remain accessible.
- We do not set a random password or block the account.

§ 10 Satisfaction guarantee (parental allowance software)

10.1 Voluntarily and in addition to your statutory rights, we refund the purchase price of the parental allowance software in full if you are not satisfied with the software. Conditions:

a) No more than 6 months have passed since the purchase.

b) No applications have yet been created with the licence.

c) The purchase price has not already been refunded to you in another way (e.g. after withdrawal or via “Customers refer customers”).

10.2 An email to support@einfach-elterngeld.de is sufficient. Please let us know briefly how we can help; stating a reason is not a condition for the refund. We do not require any further attempts at rectification. We refund within 14 days to the original means of payment. The licence ends with the refund.

10.3 Your statutory rights (withdrawal, rights in respect of defects) remain unaffected and are not restricted by this guarantee. The version of these conditions published at the time of purchase applies. We keep it permanently accessible and archive every version. Changes to the guarantee or its discontinuation only apply to future purchases. The guarantee does not apply to the activation under § 6.8.

§ 11 Rights in respect of defects

11.1 The statutory rights apply: for the parental allowance software, the rules on digital products (Sections 327 et seq. BGB); for the consultation, the statutory rules on service contracts.

11.2 Please report errors to support@einfach-elterngeld.de, if possible stating your customer number and a short description. We usually reply within 24 hours on working days.

§ 12 Liability

12.1 We are liable without limitation

- in the case of intent and gross negligence,
- in the case of injury to life, body or health,
- in the case of fraudulent concealment of a defect,
- insofar as we have given a guarantee,
- under the Product Liability Act,
- under mandatory data protection provisions (e.g. Art. 82 GDPR)
- and in all other cases of mandatory statutory liability.

12.2 Otherwise, in the case of slight negligence, we are only liable if we breach a material contractual obligation. Material obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose fulfilment you may regularly rely. In this case, liability is limited to the damage that is typical for the contract and foreseeable.

12.3 These rules also apply to our employees and vicarious agents.

12.4 We are not liable for disadvantages that we have not caused. This means disadvantages that are based solely on the fact that your information or documents were incorrect or incomplete, or that you did not check forms before submitting them or did not meet deadlines. This does not apply insofar as the cause lies within our area of responsibility, e.g. in the case of a calculation error in the software, an incorrect transfer of your information or incorrect information from us. If we contributed to a disadvantage, we are liable in proportion to our contribution (Section 254 BGB).

§ 13 Data protection

How we process your data, in particular information on pregnancy, birth, maternity protection and health, is set out in our privacy policy (einfach-elterngeld.de/en/data-privacy).

§ 14 Term, blocking, data

14.1 The software and the activation (§ 6.8) are one-off purchases without a notice period. The consultation ends in accordance with § 6.4.

14.2 We may block access or terminate the contract for good cause if

- the software is misused (§ 5.7),
- login details have obviously fallen into the hands of third parties, or
- unlawful content is uploaded.

We inform you without undue delay and state the reason. We refund fees paid for services not provided on a pro rata basis, insofar as we are responsible for the reason or the law so provides.

14.3 We delete your data in accordance with the periods set out in the privacy policy. Before that, you can download your files and request a copy of your data. Statutory retention obligations, e.g. for invoices, remain unaffected.

§ 15 Final provisions

15.1 German law applies. As a consumer, you retain the protection afforded by the mandatory provisions of the state in which you have your habitual residence.

15.2 If you are a merchant (Kaufmann), a legal entity under public law or a special fund under public law, the place of jurisdiction is Dresden.

15.3 New versions of these GTC only apply to contracts concluded afterwards. We only amend existing contracts with your express consent. We may update security or purely technical information, provided that your rights under the contract are not impaired as a result.

Annexes 1 and 2 - Withdrawal notice and model withdrawal form

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Einfach Elterngeld GmbH, Pennricher Straße 31, 01157 Dresden, Germany, phone +49 351 799 938 50, e-mail kontakt@einfach-elterngeld.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. You can also exercise your right of withdrawal online at einfach-elterngeld.de/en/withdraw-contract. If you use this online function, we will send you an acknowledgement of receipt on a durable medium (e.g. by e-mail) without undue delay, containing information on the content of your withdrawal and the date and time of its receipt.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

Note on early expiry

For the parental allowance software, the activation of the software and the parental allowance consultation, your right of withdrawal expires early only if we have fully performed the service and, before the start, you expressly requested that we begin before the end of the withdrawal period and acknowledged that you will lose your right of withdrawal on full performance (§ 9.3 of the GTC).

(Complete and return this form only if you wish to withdraw from the contract.)

– To Einfach Elterngeld GmbH, Pennricher Straße 31, 01157 Dresden, Germany, e-mail: kontakt@einfach-elterngeld.de:

– I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract for the provision of the following service: (e.g. parental allowance software, consultation package “Top”, activation of the software; customer or invoice number)

– Ordered on:

– Name of consumer(s):

– Address of consumer(s):

– Signature of consumer(s) (only if this form is notified on paper):

– Date:

(*) Delete as appropriate.

You can also withdraw from your contract online: einfach-elterngeld.de/en/withdraw-contract

Annex 3 - Conditions of participation “Customers refer customers”

1. Who can participate: Customers with a paid licence for the parental allowance software that has not been withdrawn from (“referrers”). Employees of Einfach Elterngeld are excluded.

2. How it works: In the customer area, referrers receive a personal referral code. New customers (“referred customers”) who enter this code when they first order the parental allowance software receive a 10% discount on the price of the software. One code can be redeemed per order (§ 8.5 of the GTC).

3. Reward:

- Entitlement: If three referred customers have bought the software using the referrer's code and all three purchases have become final because the withdrawal period has expired without a withdrawal having been made, the referrer receives a refund of their own purchase price for the parental allowance

software.

- The reward is granted once per licence of the referrer.
- Due date: We pay out the reward within 30 days after the conditions are met, to the original means of payment or, by arrangement, by bank transfer.
- A cash payment in any other form and an assignment of the entitlement are excluded.
- If the purchase price has already been refunded in another way (e.g. withdrawal, satisfaction guarantee), the reward does not apply.

4. No misuse:

- The following do not count as referred customers: the referrer's own additional accounts, accounts of the same person under a different identity, and orders that are withdrawn from or charged back.
- Referrers may not distribute the code through unsolicited advertising, i.e. not by email, messenger or telephone to persons who have not given their consent.
- Also not permitted: paid advertisements using our name and publication on voucher portals.
- In the event of violations, we may block the code and refuse a reward that has not yet been paid out. We may reclaim a reward obtained by deception. We inform the referrer in advance and give them an opportunity to respond.

5. Data protection: We store which code was used for which order. We need this to calculate the reward (Art. 6(1)(b) GDPR). Referrers only learn from us the number of orders taken into account, not the names or any other data of the referred customers. Further information is available in the privacy policy.

6. Term and end:

- The programme runs for an indefinite period.
- We may end or change it with effect for the future by giving four weeks' notice.
- Codes redeemed before the end continue to count.
- Entitlements that have already arisen and conditions that have already been met remain in place.
- There are no retroactive changes.

7. Miscellaneous: The GTC apply additionally. Your statutory rights remain unaffected.