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, our app “Einfach Elterngeld” for iOS and Android (“app”), 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), as well as the booking of a consultation by customers of the parental allowance software (§ 6.9),
d) the child supplement application generator (subject to a charge; included in the Premium package, § 5a).

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, child supplement 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.

3.6 Ordering in the app

a) In the app, you can buy the parental allowance software (§ 5) via the purchase process of Apple's App Store or of Google Play (“in-app purchase”). We do not offer any other products or services as in-app purchases in the app; you book the consultation (§ 6) on our website (see g).
b) Before the purchase, you enter your name, your email address and a password in the app and confirm these GTC. Your customer account is created when the purchase is successful; until then, we store the details provisionally for no more than 30 days (privacy policy). You also need an account with the respective store.
c) Immediately before you place the order, the app shows you on one screen the main characteristics of the software, the total price (one-off, including VAT), the payment method (your Apple account or your Google account), the information on your right of withdrawal, the exclusion of the satisfaction guarantee (§ 10) and links to the current GTC, the withdrawal notice and the privacy policy. The button “Buy and pay now” („Kostenpflichtig kaufen“) opens the store's purchase dialogue. By confirming in the purchase

dialogue (e.g. “Buy” and Face ID, fingerprint or password), you place the binding order. Until then, you can cancel the process at any time and correct your details.
d) You conclude the purchase and payment with the operator of the store as the merchant under its terms: in the App Store with Apple Distribution International Ltd., Hollyhill Industrial Estate, Hollyhill, Cork, Ireland, on Google Play with Google Commerce Limited, 70 Sir John Rogerson’s Quay, Dublin 2, D02 R296, Ireland. You conclude the contract for the use of the parental allowance software (provision, licence, updates, support, rights in respect of defects) with us; these GTC apply to it. We perform our obligations under this contract ourselves, in particular the contract documents (e), the withdrawal notice and the withdrawal function (§ 9). We do not receive your payment details.
e) The contract with us is concluded when we activate your access after the store has confirmed your purchase. We verify the purchase with the store and activate the software in your customer account immediately afterwards (§ 5.2). Upon activation, we send you an order confirmation to the email address of your customer account. It contains your order details and the price paid with a note that you paid via Apple or Google, together with the GTC applicable at the conclusion of the contract with their version, the withdrawal notice and the model withdrawal form as PDF files (§ 3.4). You receive the proof of purchase from the store; we do not issue invoices for in-app purchases.
f) The version of the GTC applicable at the conclusion of the contract is decisive (§ 15.3). If the version you confirmed when entering your details differs from the current one, we ask you to confirm the current version before the purchase. We store the confirmed version.
g) You can also use a licence bought on our website in the app after logging in, and vice versa. A licence applies per birth (§ 5.3), regardless of where you bought it. You can also book consultation packages (§ 6) from the app on our booking page; §§ 3.1 to 3.5, 6, 8.1 to 8.5 and 9 apply to them unchanged.
h) The customer is the person who fills in the form under b) and receives the customer account – even if another person makes the payment via their store account (e.g. a spouse or partner). The licence applies to this customer account. Family Sharing of the stores is switched off for this product.

§ 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.

4.4 Tools of the app: The roadmap („Fahrplan“), deadline reminder („Fristen-Wecker“), document folder („Unterlagen-Mappe“), child benefit dates („Kindergeld-Termine“) and eligibility check of the app are free of charge (§ 4.1). The app calculates the deadlines from your details on your device. Please check the dates against your documents. The information provided by the competent office is decisive. Reminders only appear if you have allowed notifications and your device is switched on; please also keep an eye on

important deadlines yourself. Our liability is governed by § 12, and disadvantages due to missed deadlines in particular by § 12.4. You can find help with the free tools in the guide pages of the app; we provide personal support (§ 5.4, § 11.2) to customers with a purchased licence.

§ 5 Parental allowance software (digital content)

5.1 Service: The parental allowance software consists of digital content: 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 provide the software by activating it 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.

5.10 App

a) You receive the app free of charge. We grant you the non-exclusive, non-transferable right to use the app on devices that you own or control, within the usage rules of the respective store.
b) For the app from the App Store, these GTC together with Annex 4 (“Additional terms for the app from the App Store”) apply as our own end user licence agreement; Apple's standard end user licence agreement then does not apply. For Google Play, the Google Play Terms of Service apply to the store; these GTC apply to our products and services.
c) We, not Apple or Google, are responsible for maintenance, support and defects of the app and the software (§ 11).
d) The app shows the pages of our website in an adapted layout. A current app version may be required for use; if your version is too old, the app tells you so. Your customer account and the software also remain usable via the website.
e) The product page in the store states which devices and operating system versions the app supports.

§ 5a Child supplement application generator (digital service)

5a.1 Service: The child supplement application generator is a digital service in your customer account. It takes over details from your parental allowance calculation and your master data, asks for the further details required by the application for child supplement (Kinderzuschlag) and uses them to fill in the official forms of the Family Benefits Office (Familienkasse) as PDF files. In addition, you receive an information sheet with the list of supporting documents to be enclosed and a filling aid for the online application of the Family Benefits Office. You check, sign and submit the application yourself (§ 2.4).

5a.2 Initial assessment: Beforehand, you can check free of charge in your customer account whether and from which month child supplement is likely to be an option. The result is a forecast (§ 2.3). We do not calculate housing benefit; the recommended application month is based on your details. The Family Benefits Office decides on the entitlement.

5a.3 Availability and price:

a) Customers of the parental allowance software and of the Basic and Top packages can purchase the application generator in their customer account if the initial assessment shows a likely entitlement. This is a separate contract with its own order, its own invoice and its own withdrawal period (§ 9). Price as stated in the order summary (currently EUR 14.95 including VAT), one-time, no subscription. Payment methods as stated in the order summary; payment on account is not possible. Voucher codes cannot be redeemed. We

provide the invoice for download in your customer account.
b) In the Premium package, the application generator is included at no extra charge (§ 6.1). It is available as soon as your child has been born and the child benefit application has been dealt with.
c) If, after the purchase, you switch to the Premium package or book a consultation (§ 6.9), the price of the application generator is neither refunded nor credited; you keep the application generator.

5a.4 Scope: The application generator covers the first application for child supplement for the birth to which your parental allowance calculation relates (multiple births included). Follow-up applications are not included. Within 12 months after the first creation, you can change your details and recreate the application as often as you like. With the first complete creation of the application, the service has been provided in full (§ 9.3); recreating it later is an additional option at no extra charge.

5a.5 No personal support: Personal advice, review or support by us is not included – not even for customers of the parental allowance consultation. Please report software errors to support@einfach-elterngeld.de (§ 11).

5a.6 Reminder: At your request, we will remind you by email of the recommended application month and of the end of the six-month approval period. You can unsubscribe from the reminder at any time.

5a.7 In all other respects, §§ 5.5 to 5.9 apply accordingly to the application generator.

§ 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, on request a schematic calculation of the employer's supplement to maternity benefit on the basis of the values you provide, and the child supplement application generator under § 5a for your own use (without support from your consultant, § 5a.5).

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.

6.9 Booking a consultation for customers of the parental allowance software

a) If you have purchased the parental allowance software, you can additionally book a consultation package (Basic, Top or Premium) in your customer account. This is a separate contract with its own order, its own invoice and its own withdrawal period (§ 9). §§ 6.1 to 6.7 apply to the consultation.
b) Price: price of the selected package as stated in the order summary, less the amount you actually paid for the parental allowance software for the same birth; for an in-app purchase (§ 3.6), this is the price according to the store's proof of purchase, and there is no credit for a purchase without payment (EUR 0). The credit requires that you have already declared for the parental allowance software that we should begin before the withdrawal period expires (§ 9.3). The credit is shown as a separate item on the invoice, for an in-app purchase with the purchase date (e.g. “Credit parental allowance software (purchase in the app on 12 January 2027)”). If the store later refunds the purchase of the software, the credit no longer applies; we then charge the credited amount subsequently. We show you this rule before you book. Voucher codes cannot be redeemed.
c) Your parental allowance software remains activated. Your previous entries, calculations and applications remain in your customer account.
d) Before your first document, we ask you separately whether we should begin the consultation before the withdrawal period expires (§ 9.3). A declaration you made for the parental allowance software does not apply to this.
e) If the software price is credited under b), the satisfaction guarantee under § 10 no longer applies to the parental allowance software. 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.

8.7 In-app purchases

a) The price shown by the app and the store's purchase dialogue before the order applies (one-off, including VAT). It may differ from the price on our website.
b) You pay exclusively via the store using the means of payment stored there. §§ 8.2 and 8.3 do not apply to in-app purchases.
c) Codes cannot be redeemed for purchases in the app. If you bought in the app and meet the conditions of Annex 3, we pay you the reward by bank transfer to an account that you name.
d) If the store refunds or cancels an in-app purchase (e.g. after withdrawal, chargeback or as a goodwill gesture), we block the licence. Your customer account and your data are retained; § 14.4 applies. If the store reverses the refund, we reactivate the licence.
e) If the store refunds the price after your right of withdrawal has lapsed under § 9.3 b, we may demand from you the amount that we do not receive as a result. This does not apply if the refund is made because of a defect in the software or on the basis of a statutory right to which you are entitled.

§ 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, child supplement application generator):

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 and after an in-app purchase under § 3.6), before you continue working beyond step 1 of the parental allowance calculator,
- for the parental allowance consultation (including after a booking under § 6.9), before you upload your first document,
- for the purchased child supplement application generator (§ 5a.3 a), before you enter the details for the application for the first time.

With the same declaration, you confirm that you are aware that your right of withdrawal lapses: for the parental allowance software when performance begins, otherwise when the contract has been performed in full.

b) Parental allowance software and activation (digital content): Your right of withdrawal lapses as soon as we have begun performance, i.e. as soon as you continue working with the software after your declaration under a). This requires that you have expressly consented under a) and acknowledged that you will lose your right of withdrawal, and that we have provided you with the confirmation under § 3.4 (Section 356(6) BGB). The purchase, the activation or the first login do not, on their own, cause the right of withdrawal to lapse.

c) Consultation and child supplement application generator (services): 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(5) BGB). The activation, the first login or the declaration under a) do not, on their own, cause the right of withdrawal to lapse. For the child supplement application generator, the service has been

provided in full with the first complete creation of the application (§ 5a.4).

d) If you withdraw from a consultation or the child supplement application generator 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). For the parental allowance software, the statutory rules for digital content apply.

e) 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.

9.5 In-app purchases

a) In the case of in-app purchases, too, you as a consumer have the statutory right of withdrawal towards us. You declare the withdrawal via the button “Withdraw from contract” – in the app under “More” („Mehr“), in the customer account and on the screen after the purchase, in each case usable without logging in (§ 9.2) –, by letter or by email. You can also withdraw from the purchase with the store under the store's terms: in the App Store via the purchase history of your Apple account (“Withdraw Transaction”) or by a statement to Apple Distribution International Ltd., on Google Play via your order history or by a statement to Google Commerce Limited.
b) If you withdraw towards us, we refund the amount you paid within 14 days of receipt of your withdrawal: for purchases via Google Play via Google to the means of payment you used there; for purchases in the App Store, at your request by bank transfer to an account that you name (expressly agreed, free of charge for you). Alternatively, you can request the refund from Apple. If you have also withdrawn from the purchase with the store, we do not refund twice.
c) § 9.3 also applies to in-app purchases: as on the website, you make the declaration on the start of performance after the purchase in your customer account, before you continue working beyond step 1 of the parental allowance calculator.
d) If the store refunds the purchase price, § 8.7 d and e and § 14.4 apply.

§ 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. The satisfaction guarantee does not apply to the child supplement application generator (§ 5a). The satisfaction guarantee does not apply to purchases in the app (in-app purchase via Apple or Google, § 3.6 of the GTC).

§ 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.

11.3 For the app and for in-app purchases, too, we are your contact (§ 11.2). Apple and Google are not responsible for defects, support and maintenance of our products and services.

§ 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, also in the case of an in-app purchase. The consultation ends in accordance with § 6.4. You can delete the app at any time; your customer account remains in place until you request its deletion.

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.

14.4 If a licence is blocked (§ 8.4, § 8.7 d, § 9.4), you cannot create any new applications. Via the data export in your customer area or on request, you can still download your own data and the files that you have already created or uploaded (Section 327p BGB, Art. 15 and 20 GDPR).

§ 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 and the activation of the software, your right of withdrawal expires as soon as we have begun performance after you have expressly consented to us beginning before the end of the withdrawal period and acknowledged that you will lose your right of withdrawal (§ 9.3 of the GTC). For the parental allowance consultation, it expires only once 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.

(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). Codes cannot be redeemed for purchases in the app.

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.
- If you bought in the app, we pay the reward by bank transfer to an account that you name. Referred customers only count if they redeemed the code when placing an order.
- 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.

Annex 4 – Additional terms for the app from the App Store

These terms apply in addition if you obtain our app from Apple's App Store. The GTC with this annex are our end user licence agreement for the app (§ 5.10 b).

1. **Contracting party.** You conclude this agreement (the GTC with this annex) solely with Einfach Elterngeld GmbH, not with Apple. We alone, not Apple, are responsible for the app and its content. This agreement does not contain any usage rules that conflict with the usage rules of the Apple Media Services Terms and Conditions.
2. **Scope of the licence.** You receive the non-transferable right to use the app on Apple devices that you own or control, within the usage rules of the Apple Media Services Terms and Conditions. The app may also be used by other accounts associated with the purchaser via Family Sharing, volume purchasing or as a Legacy Contact. §§ 5 and 3.6 of these GTC apply to the licence for the parental allowance software.
3. **Maintenance and support.** We alone are responsible for maintenance and support of the app and the software (§§ 5.4, 5.5, 11). Apple has no obligation to provide maintenance or support.
4. **Warranty.** We are responsible for warranty and defects (§ 11); your statutory rights against us remain unaffected. If the app fails to conform to an applicable warranty, you may notify Apple; Apple then refunds the purchase price of the app to you. Apple has no other warranty obligation towards you. Any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to a warranty are directed against us.
5. **Claims relating to the app.** We, not Apple, are responsible for addressing claims by you or third parties relating to the app or your possession and use of the app, in particular (i) product liability claims, (ii) claims that the app fails to conform to legal or regulatory requirements and (iii) claims arising under consumer protection, data protection or similar legislation. Our liability is governed by § 12 and the law; it is not limited by this annex.
6. **Third-party intellectual property rights.** If a third party claims that the app or your possession and use of the app infringes its intellectual property rights, we – not Apple – are solely responsible for the investigation, defence, settlement and discharge of this claim.
7. **Legal compliance.** You represent that (i) you are not located in a country or territory that is subject to a United States Government embargo or that has been designated by the United States Government as “terrorist supporting”, and (ii) you are not listed on any United States Government list of prohibited or restricted parties.
8. **Address for questions, complaints and claims.** Einfach Elterngeld GmbH, Pennricher Straße 31, 01157 Dresden, Germany, phone +49 351 799 938 50, email kontakt@einfach-elterngeld.de.
9. **Third-party terms.** When using the app, you must comply with applicable third-party terms, such as those of your mobile and data contract.
10. **Apple as third-party beneficiary.** Apple and Apple's subsidiaries are third-party beneficiaries of this agreement. Upon your acceptance of these terms, Apple has the right to enforce this agreement against you as a third-party beneficiary.