FLEXXI End User License Agreement (EULA) and General Terms and Conditions (T&C), dated 23 March 2026

This document can be viewed and downloaded at https://flexxi.care/image/catalog/EULA_EN.pdf. It is the currently valid version.
This End User License Agreement and the Terms and Conditions ("EULA and T&C", hereinafter referred to as the "License Agreement" or "EULA") is a legally binding agreement between you ("End User" or "you").
and
FLEXXI CARE Deutschland GmbH
registered in Germany as a limited liability company (Gesellschaft mit beschränkter Haftung),
registered on since February 2021 with the Commercial Register at the Munich Local Court,
under commercial register number HRB B 260355, with its registered office at Dachauer Straße 17, 80335 Munich.
("Licensor", „FLEXXI", "we" or "us")
for:
any FLEXXI mobile application software
("Applications", "App" or "Apps" or "App(s)"),
in particular the apps "FLEXXI Care" and "FLEXXI Team";
any online forms that must be completed by you in order to activate and operate the App ("Documents");
hardware for which the App is registered, authorized, and otherwise connected to or used in conjunction with the App
("Hardware");
online services lawfully operated by FLEXXI and its affiliates, sister companies, and other service providers for the provision of internet-based services;
offline services provided by FLEXXI and its registered sister and subsidiary companies, as well as other service providers that assist in the performance of or exclusively provide such offline services, in particular self-employed nurses, caregivers, social workers, qualified nursing professionals, nursing assistants, and other third parties (hereinafter collectively referred to as "Nurses and Care Professionals")
as applicable.

Applications and Documents

We license the use of the App(s) and the Documents to you on the basis of this EULA and subject to all rules or guidelines issued by an authorized app store provider or operator, applied by an authorized app store provider or operator, from whose website the App is made available, in particular but not exclusively via the FLEXXI Download Center.
We do not sell the App or the Documents to you. We remain the owner of the App and the Documents at all times.
"User" may mean you or any other person to whom you permit the use of your smartphone and the App.

FLEXXI Care Deutschland, together with all affiliated companies, hereinafter referred to as "FLEXXI", provides the FLEXXI mobile application, including all related services and all updates, releases, and versions (the "App"), which, among other things, enables the short-term engagement of self-employed nurses and care professionals on site through an intermediary service provider.

Access to and use of the App and the tools are subject to

- **the following terms of use, and**
- **this End User License Agreement (the "License Agreement" / "EULA"), as well as**
- **FLEXXI's mobile device privacy policy (the "Privacy Policy"), which may be amended from time to time and is incorporated herein by reference. The most current versions of this License Agreement and the Privacy Policy can be viewed at any time at www.flexxi.care.**

In addition, when using certain services of FLEXXI that are owned or operated by FLEXXI, including the application, you are subject to the applicable published policies or rules for such services, which may be published and amended from time to time. All such policies or rules are hereby incorporated by reference into this License Agreement. FLEXXI may also offer other services that are subject to separate terms of use and/or license agreements.

Hardware

By using licensed hardware registered by FLEXXI and other offered services, you agree to the special terms and conditions applicable to such hardware and services. "FLEXXI" generally refers to all FLEXXI companies and entities, regardless of where they are located or how they are related to FLEXXI, including affiliated companies and subcontractors, in particular FLEXXI Care Deutschland GmbH, but excluding nurses and care professionals who provide the mediated services.

Software

FLEXXI Functionality: App (Simplified)

The App and the service enable third parties (customers) to search for and, if successful, engage services from qualified nurses, care professionals, nursing assistants, caregivers, other care providers, and household helpers (hereinafter collectively referred to as "Care Professionals") on a self-employed basis, either immediately or within a specified time frame, without any long-term commitment.
Care Professionals receive such requests with limited, partly anonymized information, in particular the shortened or approximate location, the time and time frame, and the price proposal selected by you.
The first Care Professional to accept the request is awarded the assignment.
The Care Professional and the customer receive further, more detailed information about each other via the respective App. The selected Care Professional and the customer may communicate with each other via a chat tool.
Upon placing or accepting an order, the customer is generally required to provide a deposit via credit card as security.

During the service period, the location of the Care Professional may be recorded and stored at intervals.
At the end of the service, the exact amount is charged against the deposit or the credit card, and the agreed remuneration, less commissions, payment service provider fees, and applicable value-added tax, is transferred to the Care Professional.
The customer and the service recipient may be the same person or two different persons, for example, a daughter as the customer and her father as the service recipient. However, the term "customer" will be used for both, regardless of who is the payer and who is the service recipient.

Online Services

The App may use its own services as well as third-party services; however, no guarantee is given for such services, in particular:
SMS servers in cases where the direct transmission of text messages is not possible;
VoIP conferences or communications;
payment processors, in particular STRIPE;
marketing service providers and software providers.
Certain hardware, smartphones, or smartphone operating systems may require additional online services. The use of mobile data volumes subject to charges may be necessary.
You are not permitted to use or offer, free of charge or for a fee, any offline or online services that have not been expressly licensed in writing by FLEXXI, whether during the period of use, the service period, or thereafter. Any violation may result in the termination of your App service or other services.
You are not permitted to use or offer, free of charge or for a fee, any offline or online services that have not been expressly licensed in writing by FLEXXI, whether during the period of use, the service period, or thereafter. Any violation may result in the termination of your App service or other services.
You are not permitted to communicate with persons you have met through the App by any other means, whether through mediation or through customers to whom a mediation has taken place, in particular to make or accept offers outside the App.

Commissioned Services

Commissioned services are provided between nurses and care professionals on the one hand and customers on the other, regardless of the person involved, through mediation by FLEXXI.
In this case, a one-time contractual relationship exists between the selected care professional, or the care professional who has accepted the customer's assignment, on the one hand, and the customer on the other hand, within the framework of their agreement regarding specific services for which the customer submitted a request to FLEXXI to obtain offers for such services,
or
within the framework of requests for specific types of care professionals for (multi-)hourly assignments.

Contractual Relationships

A contractual relationship exists between FLEXXI and all care professionals to whom an offer is submitted (the “Request Agreement”).

A contractual relationship exists between FLEXXI and the specific care professional who has accepted an offer (the “Main Agreement”).

A contractual relationship exists between FLEXXI and the customer upon submission of an offer and a further contractual relationship upon acceptance of the offer (the “Mediation Agreement”).

The contractual partner for mediation services within the territory of Germany is FLEXXI Care Deutschland GmbH. Outside of Germany, the App is currently not available (as of January 2026).

By opening the App and subsequently submitting and accepting the requested offers, care professionals on the one hand and customers on the other hand agree to accept the terms and conditions that apply on the date the App is opened and/or the offer is submitted or accepted.

Applicability

This License Agreement applies exclusively between “you,” the End User acting as a care professional or customer,

and

FLEXXI, with respect to the software, documents, hardware, and online services.

FLEXXI is solely responsible for the App, the associated online services, and their content, but not for the provision of offline services.
Such offline services are provided by other parties registered and licensed by or for FLEXXI to provide personal services, together with their respective content. This License Agreement is not transferable by you.

Usage Rules of iTunes, Play Store, and Other App Stores

The App is intended for use by you on any mobile device that you own or control, as permitted by the usage rules set out in the terms and conditions of Apple iTunes, Google Play Store, or other app store terms of service.

Nothing in this EULA overrides, reduces, or is intended to conflict with the usage rules of such app stores as in effect on the effective date of this EULA.

Features and Functions

You understand and agree that:
FLEXXI reserves the right to modify any App and its features at any time without prior notice;
the application itself is free of charge;
payments are required only for the provision of services;
the App may contain advertising;

the App may or may not include certain communications from FLEXXI, such as service-related messages, administrative messages, and other service-related information, and that such communications are considered part of your use of the App;
unless expressly stated otherwise, all new features that extend or enhance the current version of the App are subject to this License Agreement.

You understand and agree that FLEXXI services are provided "as is" and that FLEXXI assumes no responsibility for the timeliness, deletion, misdelivery, or failure to store user communications or personalization settings.

You are responsible for obtaining and maintaining access to the App, and such access may be subject to third-party fees in certain countries; you are responsible for such fees if the app store from which you download the App informs you of such charges and of when and whether you have selected ("activated") the App.

You must provide all devices required to access the App and are responsible for them. Your responsibilities for such equipment include, but are not limited to, those set out in the section "User Responsibilities" of this License Agreement.

Operating System

The following operating system requirements apply as of October 2024:
Android 12 or higher
iOS 14 or higher

Operating System Requirements

This App requires a smartphone device with at least 36 GB of storage, mobile internet access with at least 3G connectivity (preferably 4G/5G/LTE) with GPS functionality, and at least daily Wi-Fi connectivity of a minimum of 30 minutes and/or equivalent mobile internet capability, or continuous Wi-Fi connectivity during use; a touchscreen; and at least 40% remaining battery capacity at all times.

You must ensure that all required functions are enabled and functioning properly.

Consent as a Consumer, Customer, Nurse, and Care Professional

By downloading the App from a website or clicking the "Accept" button, you agree to the terms of this EULA and the codes of conduct applicable to both customers and nurses and care professionals, which are binding on you. The terms of this EULA include, in particular, the defined privacy policy and the limitations of liability.

If a license fee is required for the use of the App or any feature thereof (which is currently not the case as of winter 2023), the button will be labeled "Accept and Pay."

If you do not agree to the terms of this License Agreement, we will not license the App or the Documents to you, and you must immediately terminate the download and usage process by clicking the "Cancel" button.

As a consumer, you have the right to withdraw from your transaction free of charge and without stating reasons before downloading the App and the Documents.

As a consumer, you acknowledge and agree that you will lose your statutory right of withdrawal once, in response to your clicking "Accept and Pay," we allow you to download the App and the Documents and you proceed with the download. Your statutory 14-day right of withdrawal is set out in Regulation 13 of the European Union Regulations 2013 (Consumer Information, Right of Withdrawal and Other Rights).

Your consumer rights in respect of an App or Documents that are defective remain unaffected.

This license does not entitle you to use the software or the content in any manner other than as expressly set out herein.

Member Account, Password, and Security

During the registration process, you create security codes and personal question/answer combinations (the "Codes"). You are responsible for maintaining the confidentiality of the Codes and assume full responsibility for all activities that occur under your Codes. You agree to notify FLEXXI immediately of any unauthorized use of your Codes or any other breach of security. FLEXXI shall not be liable for any loss or damage arising from your failure to comply with the provisions of this section.

Registration Obligations

With regard to your use of the App, you represent that you are of legal age to enter into a binding contract and that you are not a person prohibited from receiving the App under the laws of the United States, the European Union, or any other applicable jurisdiction. If you are a parent or legal guardian of a child to whom you nevertheless provide access to the App, you assume sole and full responsibility for the obligations under this Agreement and for ensuring full compliance with the terms of this License Agreement.

As a care professional, you confirm that the documents submitted for registration were obtained by you in a lawful and honest manner, are not forgeries or altered documents, and that you are legally and factually authorized to provide the promised services. In particular, you confirm that no measures have been taken against you that revoke your authorization to hold a professional title or provide services, and that no such proceedings have been initiated against you.

You also agree to:
provide truthful, accurate, current, and complete information about yourself as required in the App's registration form ("Registration Data");
maintain and promptly update your Registration Data to ensure that it remains truthful, accurate, current, and complete.
If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if FLEXXI has reasonable grounds to suspect that such information is untrue,

inaccurate, outdated, or incomplete, FLEXXI has the right to suspend or terminate your account and refuse any current or future use of the App (or any part thereof).

Acceptable Use

By using the software, you acknowledge that you bear sole responsibility for the safe use of the software and the service enabled thereby. You are permitted to use the software only for the purposes described in the documentation. You may not use the software in any manner that violates applicable law or facilitates or encourages others to violate the law. You are the author of your own offers (as defined in the documentation) and therefore assume responsibility for their content. You are advised to carefully review the content of your offers and consider what measures may be taken.

As a customer, you agree that ordering a nurse or care professional involves costs as defined by the contracts with us, the contracts with potential nurses and care professionals, and ultimately the contract with the nurse or care professional selected in each individual case.

As a care professional, you declare that you are able and authorized to provide the promised services, that you have not submitted any false or altered documents, that you will personally accept the assignment and perform it under the agreed conditions, and that you intend to do so. You will refuse services that are immoral, dangerous, harmful, or otherwise violate applicable laws or standards of public decency. As a customer, you consent to the refusal of such services.

Usage Restrictions

You agree not to engage in any unacceptable use of the software, including, but not limited to, the following activities:
creating a false identity or otherwise attempting to mislead any person as to your identity or the origin of any communication transmitted through the software;
intentionally submitting false or unjustified requests or misleadingly accepting an offer through the software;
distributing or transmitting messages that are unrelated to the intended use of the software or that contain obscene, defamatory, harassing, offensive, or malicious content;
distributing or transmitting files, graphics, software, or other materials that actually or potentially infringe the intellectual property rights of any natural or legal person;
exporting, re-exporting, or otherwise transferring data, information, or software in violation of applicable export or import laws, regulations, or restrictions;
impairing, interrupting, or attempting unauthorized access to information or other accounts that use the software;
copying, modifying, reverse engineering, or attempting to do any of the foregoing with respect to the software;
using the software without prior consent under this license as amended from time to time;
using or attempting to use the software with communication systems or networks other than those approved by FLEXXI;

using the software in a manner that exploits or violates the personal privacy of another person;
engaging in any other activity that, in FLEXXI's opinion, violates the spirit or intent of this license or the intended use of the software;
uploading unlawful information or transmitting information that is contrary to the intended use of the App or that is obscene, defamatory, offensive, or malicious;
harming minors or persons with mental impairments;
impersonating any natural or legal person or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
misleading any person as to your identity or the origin of a communication transmitted via the App;
intentionally submitting false or unjustified offers via the registration process;
intentionally or unintentionally violating applicable local, state, national, or international laws or the intellectual property rights of any natural or legal person or entity;
providing material support or resources to a foreign terrorist organization (or concealing or disguising the nature, location, source, or ownership of such material support or resources).

You are not permitted to decompile, reverse engineer, translate, disassemble, modify, create derivative works of, or otherwise attempt to derive source code from the App. You agree not to remove, alter, or obscure any product identification, proprietary notices, copyright notices, or other intellectual property notices contained in or embedded in the App. You further agree not to use or install any other applications that could interfere with our App, online services, and/or hardware, in particular but not limited to Bluetooth connectivity.

Furthermore, you may not directly or indirectly disclose, distribute, or commercially exploit the App, or integrate the App into your own products or software. You may not use the App in an attempt to circumvent technological measures implemented to control rights to, access to, or use of content, files, or other materials made available in or through the App. You agree not to reproduce, duplicate, copy, sell, trade, resell, or exploit the App for any commercial purposes, in whole or in part, or for use of or access to the App (including advertising, software, and your login credentials).

You are not permitted to download or use the App for the purpose of obtaining evidence to be used in legal proceedings against FLEXXI or any of its subsidiaries, affiliated companies, officers, representatives, employees, partners, or licensors (including any call centers contracted or otherwise engaged by FLEXXI to manage, facilitate, or perform services).

Simply put:
We mutually promise to behave as honorable gentlemen and ladies should.

You must not:
take any action that may impose an unreasonable or disproportionately large burden on FLEXXI's infrastructure (or that of its third-party providers), as determined by FLEXXI at its sole discretion;

interfere with or attempt to interfere with the proper functioning of the App or activities conducted through the App;
circumvent measures implemented by FLEXXI to prevent or restrict access to the App (or to other accounts, computer systems, or networks connected to the App);
operate any form of autoresponder or "spam."

Location-Based Services

Some essential features of the software and services require the use of location-based services and technologies. By using the software, you acknowledge that location tracking features (e.g., GPS) on your mobile device must be enabled when using the software. FLEXXI expressly disclaims any liability for improper functioning of the software if such features are disabled on your mobile device or do not function properly.

Furthermore, FLEXXI is entitled to collect, use, and share precise location data, including the real-time geographic location of your mobile device, to the extent necessary to provide the services. Any further use of such location data is recorded and stored in an anonymized form that does not personally identify you and may be used by FLEXXI and its partners and licensees to provide and improve location-based products and services.

DISCLAIMER OF LIABILITY

YOU ASSUME SOLE RESPONSIBILITY FOR THE SAFE USE OF THE SOFTWARE AND FOR YOUR OWN SAFETY AND THE SAFETY OF ALL PERSONS WITH WHOM YOU COME INTO CONTACT WHEN USING THE SOFTWARE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE SOFTWARE AND THE SERVICES PROVIDED THROUGH THE SOFTWARE AND VIA FLEXXI'S MEDIATION IS AT YOUR SOLE RISK.

THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLEXXI FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. FLEXXI MAKES NO WARRANTY THAT YOUR ENJOYMENT OF OR SUCCESS WITH THE SOFTWARE WILL NOT BE IMPAIRED, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE OR THE SERVICES PROVIDED, MADE AVAILABLE, OR MEDIATED THROUGH THE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR THE SERVICES WILL BE CORRECTED.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FLEXXI OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

IF YOU USE THE SOFTWARE AS A MEANS OF ORDERING OR PROVIDING SERVICES, YOU ACKNOWLEDGE THAT THE SERVICE IS NOT AND WILL NOT BE ABLE TO GUARANTEE THE PERSONAL CONDUCT OF CUSTOMERS, NURSES, OR CARE PROFESSIONALS. LOCAL LAWS, REGULATIONS, OR POLICIES MAY, IN SOME CASES, PROHIBIT THE SERVICE.

TO THE EXTENT NOT PROHIBITED BY LAW, FLEXXI SHALL IN NO EVENT BE LIABLE FOR PERSONAL INJURY OR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SOFTWARE AND/OR THE TOOLS, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), EVEN IF FLEXXI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE SAME SHALL APPLY TO DAMAGES OF ANY KIND CAUSED BY PARTIES ASSOCIATED WITH YOU AND THE END BENEFICIARIES OF THE COMMISSIONED SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN SUCH CASES, YOU AGREE THAT YOU WILL HOLD FLEXXI LIABLE ONLY FOR DAMAGES THAT COULD IN ANY EVENT HAVE BEEN PREVENTED BY FLEXXI AND THAT WERE NOT PREVENTED DUE TO GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

YOU ASSUME SOLE LIABILITY FOR ALL DAMAGES ARISING FROM YOUR OWN MODIFICATIONS OR ATTEMPTS TO MODIFY SOFTWARE OR HARDWARE. IN NO EVENT SHALL FLEXXI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (EXCEPT FOR DAMAGES REQUIRED BY APPLICABLE LAW IN CASES OF PERSONAL INJURY) EXCEED ONE HUNDRED FIFTY EUROS (€150.00) OR ANY OTHER LIMITATION SET FORTH IN THIS EULA.

YOU SHOULD PRINT A COPY OF THIS EULA FOR YOUR RECORDS.

Limited Warranty, Support, and Your Obligations

We warrant the following:
The App licensed to you by us or by a third party will, when used properly, on an operating system for which it was designed, and with the correct settings in the App as well as in the operating system and hardware settings, function in all material respects in accordance with the features described in the Documents; and
the accuracy of the Documents, which describe the operation of the App correctly in all material respects, for a period of thirty (30) days from the date on which the App is downloaded or streamed to your devices (the "Warranty Period"). This warranty

does not apply to the service itself.
If you notify us in writing within the Warranty Period of a defect in the App that causes it not to function, or not to be capable of functioning, in material accordance with the specifications, you are entitled to a refund of the fee you paid to us for the App itself.

If an online service does not function in material accordance with the Documents, you are entitled to a refund of the fee you paid to us for the relevant online service.
If an offline service does not function in material accordance with the Documents, you are entitled to a refund of the fee you paid to us, or to a subsidiary or regional office, for the relevant offline services.
If hardware does not function in material accordance with the Documents, you are entitled to a refund of the fee you paid to us, or to a subsidiary, group company, or regional office, for the relevant hardware.
The combination of the App with an online or offline service and/or hardware does not result in cumulative liability, unless it is not possible to determine which App, service, or hardware was defective.
Subject to applicable consumer protection laws and if you are a consumer, this shall be your sole and exclusive remedy.
The App shall not be deemed a non-free application merely because you have added additional services and/or hardware.

This warranty does not apply:
if the defect or error in the App is due to your modification of the App;
if the defect or error results from your use of the App in breach of any provision of this EULA;
if you have violated any license restrictions or restrictions on acceptable use; or
if the defect or error relates to the service.

You bear the burden of proof that you have used the App properly, that the devices you provide—particularly your smartphone, its operating system, and its settings, including the App settings you selected—function properly, that no installed or running applications interfere with our App, services, and/or hardware, and that connectivity and reconnection, in particular of Bluetooth-enabled hardware, were available at the time of the alleged defect or error. References to later or earlier tests in which the App, a service, or hardware may not have functioned or may not have functioned stably under certain conditions do not constitute acceptable evidence under this Agreement.

This warranty is in addition to your statutory rights in respect of software that is defective or does not comply with the laws applicable in Ireland.

Indemnification

You agree to indemnify and hold harmless FLEXXI and its subsidiaries, affiliates, officers, representatives, employees, partners, licensors, App services, online services, offline services, suppliers of mediated services, nurses, and care professionals from and against any claims, losses, fines, or demands, including reasonable attorneys' fees, made by third parties arising out of or in connection

with your use of the App, the online and offline services, the hardware and personal safety services, your connection to the App, your breach of this License Agreement, or your infringement of third-party rights.

Third-Party Software

You acknowledge that the use of the App may require software licensed, developed, acquired, sold, and/or provided by third parties and contained on your mobile device ("Third-Party Software"). Notwithstanding any contrary provision in this License Agreement, this License Agreement does not apply to Third-Party Software, and such Third-Party Software is subject to the terms of the license agreement between you and the licensor of the Third-Party Software.

Termination of the EULA

We may terminate this EULA immediately by written notice to you if
(i) you commit a breach of this EULA and fail to remedy such breach within fourteen (14) days after receipt of written notice requesting remediation (if the breach is capable of being remedied); or
(ii) you violate any license restrictions or restrictions on acceptable use.

We may also terminate our provision of the service with thirty (30) days' notice without incurring any liability.
We reserve the right to suspend the service with or without cause and with or without notice. Reasons for such action include, but are not limited to:
your withdrawal of consent;
failure to comply with a partner's request not to send messages to or communicate with such partner;
a breach of any provision of this EULA or other principles or policies established for the service;
a request by you to cancel the service;
a request and/or order from law enforcement authorities, a judicial or regulatory authority, or another government body;
unexpected technical or security issues or problems;
your involvement in fraudulent or illegal activities; or
non-payment of fees owed by you in connection with the service.

Upon termination for any reason:
all rights granted to you under this EULA shall immediately cease;
you must immediately stop all activities authorized under this EULA, including use of the service;
you must immediately delete or remove the App from your device and destroy all copies of the App and the Documents in your possession, custody, or control, and confirm to us that you have done so.

We are entitled to remotely access devices, remove the App from all devices, and deny you any further access to the service and the app store.

Special Terms

App Service

The App Service is a database and connection solution, functioning as a marketplace. It consists of a free service. After the services have been provided, FLEXXI receives at least a commission.

The App Service is made available for both commercial and non-commercial use.

Further and updated descriptions of the services are regularly published on the website.

Grant and Scope of the License

In consideration of your agreement to the terms of this EULA, we grant you a non-transferable, non-exclusive license to use the App on your device, subject to these terms, the Privacy Policy, and the app store rules, all of which are incorporated into this EULA by reference. All other rights are reserved by us.

You may:
download or stream one copy of the App to your Android and/or iOS smartphone (device) and view, use, and display the App on the device solely for your personal purposes; and
use the Documents solely for your personal purposes.

License Restrictions

Unless expressly permitted by this EULA or by applicable local law, you agree:
not to copy the App or the Documents, except where such copying is incidental to normal use of the App or necessary for backup or operational security purposes;
not to rent, lease, sublicense, lend, translate, merge, adapt, vary, or modify the App or the Documents;
not to make or permit any modifications to the whole or any part of the App, nor to combine or integrate the App or any part thereof with or into any other programs;
not to disassemble, decompile, reverse engineer, or create derivative works based on the whole or any part of the App, or attempt to do so (unless permitted by law). Such actions may not be prohibited where they are essential for achieving interoperability of the App with another software program, provided that the information obtained during such activities is used solely for that purpose and is not unnecessarily disclosed to third parties without our prior written consent;
not to use such information to create software that is substantially similar to the App;
to keep all copies of the App secure and maintain accurate and up-to-date records of the number and locations of all copies of the App;
to include our copyright notice on all full or partial copies of the App made on any medium;
not to make the App available, in whole or in part (including object code and source code), to any person without our prior written consent;
to comply with all applicable laws, in particular those relating to data protection,

use, and export of technologies that may affect the App or arise from its use and mediation, especially commercial and tax laws;
not to use, provide, or offer any services or hardware that have not been expressly licensed in writing by FLEXXI.

Acceptable Use Restrictions

You may not use the App or any service in an unlawful manner, for unlawful purposes, or in a manner inconsistent with this EULA, nor may you act fraudulently or maliciously, for example by hacking or inserting malicious code, including viruses or harmful data, into the App, a service, or an operating system.
You may not infringe our intellectual property rights or the rights of third parties in connection with your use of the App or any service, including through the submission of materials, unless such use is expressly licensed or otherwise permitted under this EULA.
You may not transmit any material that is defamatory, offensive, or otherwise objectionable through or in connection with your use of the App or any service.
You may not use the App or any service in a way that could damage, disable, overburden, impair, or compromise our systems or security, or interfere with other users.
You may not collect or store information or data from any service or our systems, nor attempt to decrypt transmissions to or from the servers on which the service operates.
You may not use any services other than those expressly permitted by us in a prior written statement, in particular no call centers, ambulances, healthcare, care, or emergency organizations, nor offer services to other users of the service or the App in connection with the App, especially call centers or care service providers.

Intellectual Property Rights

You acknowledge that all intellectual property rights in the App, the Documents, and the technology worldwide belong to us or our licensors, that rights in the App are licensed to you and not sold, and that you have no rights in the App, the Documents, or the technology other than the right to use them in accordance with this EULA.
You acknowledge that you have no right to access the App in source code form.

FLEXXI has sole and exclusive ownership of all rights, title, and interest in and to the App, including all related intellectual property rights, all copies thereof, all derivatives, and all modifications and enhancements thereof (including ownership of all copyrights and related intellectual property rights). The App is protected, inter alia, by copyright and patent laws of Germany, Ireland, the United Kingdom, China, Canada, Mexico, Austria, the United States, India, Indonesia, Russia, Nigeria, and other countries, as well as by international copyright treaties.

This License Agreement does not grant you any title or ownership in the App, but only a limited right of use. You further acknowledge and agree that all information contained in advertisements or other information presented to you through the App or by advertisers is protected by copyrights, trademarks, service marks, patents, or

other proprietary rights and laws. You agree not to modify, rent, lease, loan, sell, distribute, transfer, broadcast, publicly perform, or create derivative works from the App or such information, in whole or in part, unless expressly permitted by applicable law or authorized by FLEXXI or the respective licensor (e.g., an advertiser).

FLEXXI grants you a personal, non-transferable, non-exclusive right and a non-exclusive license to use the FLEXXI services, provided that you do not copy, modify, create derivative works from, reverse engineer, disassemble, or otherwise attempt to discover the source code of the App, sell, assign, sublicense, grant a security interest in, or otherwise transfer any rights in the App, nor permit any third party to do so.

You agree not to modify the FLEXXI services in any manner or form to gain unauthorized access to such services. You further agree to access the FLEXXI services only through the interface provided by FLEXXI for accessing the App.

Trademark Information

You agree that all trademarks, trade names, service marks, other FLEXXI logos and brand features, and all product and service names of FLEXXI and its affiliated companies (the "FLEXXI Marks") are trademarks of FLEXXI. Without prior authorization from FLEXXI, you agree not to display or use the FLEXXI Marks in any manner whatsoever.

Fees

General
You agree to pay, where applicable, the fees for the service as required from time to time by us or by the app store from which you purchase the service, at the times and by the means specified.

You agree to pay the fees due in connection with an order and not to unjustifiably object to authorized credit card charges or authorized direct debits under SEPA mandates.
You authorize FLEXXI to retain the fees due to it.
The commission charged to and retained from the care professional amounts to 4%, including VAT.

SPECIAL TERMS AND CONDITIONS FOR PERSONNEL PLACEMENT of FLEXXI Care Deutschland GmbH

We are pleased if you use the test-to-hire model developed by FLEXXI and a new contractual relationship arises between you and a person / care professional whom you met via FLEXXI, in particular an employment relationship subject to social security contributions, a permanent employment relationship, or a regular engagement on a freelance or other basis. In this case, the following SPECIAL

TERMS AND CONDITIONS FOR PLACEMENT shall apply.

1. Scope and Contracting Parties

1.1 Application of These Terms

These Special Terms and Conditions for Placement (hereinafter "Placement T&Cs") govern the business relationship between FLEXXI Care Deutschland GmbH (hereinafter "FLEXXI" or "Provider") and you as a customer of the FLEXXI platform (hereinafter "Customer"), regardless of whether you are a consumer or a business customer.

They apply to all placement services provided via the FLEXXI platform in the field of care professional placement, in particular:

- **Placement of self-employed care professionals to private individuals, families, and commercial institutions (hospitals, nursing homes, outpatient care services);**
- **All placement services related to the placement of care professionals.**

1.2 Applicability to Consumers and Business Customers

These Placement T&Cs apply to:

- **Consumers within the meaning of Section 13 of the German Civil Code (BGB) (private individuals booking care services for themselves or relatives);**
- **Business customers / entrepreneurs within the meaning of Section 14 BGB (care facilities, care services, hospitals, other legal entities or partnerships).**

Individual provisions apply expressly only to one of the two customer groups; these are marked as "(business customers only)" or "(consumers only)".

1.3 Amendments to These Placement T&Cs

FLEXXI reserves the right to amend these Placement T&Cs with effect for the future. Changes to ongoing continuing obligations will be communicated by FLEXXI at least two weeks in advance. If the customer objects to the changes, this shall be deemed a termination effective as of the date the amended terms enter into force.

2. Rights and Obligations of the Customer

2.1 Accurate Information

The customer undertakes to provide only truthful, complete, and up-to-date information during registration and throughout the use of the platform. Changes (e.g. status as consumer or business customer, contact details, place of business) must be updated immediately. If notification of a change of

address is neglected, an attempted delivery to the old address shall be deemed received.

2.2 Confidentiality and Prohibition of Disclosure – General Rule (All Customers)

Through FLEXXI, the customer gains access to profiles, contact details, and personal information of care professionals. This information is confidential and subject to strict usage restrictions.

2.2.1 Permitted Use

The data, profiles, and contact information received may be used exclusively for initiating and carrying out a direct employment or service relationship between the customer and the respective care professional.

2.2.2 Prohibition of Disclosure to Third Parties
The customer may not disclose, share, or otherwise make available contact details, profiles, names, or other information about care professionals to third parties without FLEXXI's prior explicit written consent. This applies without limitation to:

- **relatives, friends, acquaintances, and private third parties;**
- **affiliated, associated, or group companies (including within a corporate group);**
- **other care service providers, placement agencies, recruitment agencies, or competitors;**
- **any other legal or natural persons.**

2.2.3 Permitted Exceptions
Disclosure without prior written consent is permitted only in the following cases:

- **disclosures legally required to authorities, social security institutions, or tax authorities;**
- **(business customers only) disclosures to the customer's immediate place of business or branch, provided it pursues the same direct business purpose (e.g. a branch of the same care service).**

Any other disclosure requires FLEXXI's prior explicit written consent. Platform-related communications remain unaffected.

2.3 Obligation to Notify in Case of Employment (All Customers)

The customer undertakes to inform FLEXXI immediately, and no later than within three (3) working days, if:

- **the customer employs, commissions, or enters into a remunerated employment or service relationship with a care professional introduced by FLEXXI; or**
- **a care professional introduced by FLEXXI is employed by a third party to whom the customer has disclosed the contact details (notification obligation also applies in cases of disclosure).**

This applies to all forms of remunerated activities (employment contract, freelance service, fee-based contract, mini-job, self-employment, individual assignments).

The notification must include:

- **name and, if applicable, FLEXXI profile ID of the care professional;**
- **start date of the activity;**
- **type and scope of employment (e.g. hours per week, gross monthly salary or hourly rate);**
- **(in case of disclosure) name and address of the actual employer (third party);**
- **location and type of activity.**

2.4 Payment Obligation (All Customers)

The customer undertakes to promptly pay all placement commissions, fees, and claims for damages invoiced by FLEXXI in accordance with Sections 3 and 4 of these Placement T&Cs.

3. Commissions and Fees

3.1 Triggering of Commission (Successful Placement)

A placement commission becomes due if the customer remunerates or commissions a care professional introduced by FLEXXI, regardless of:

- **the legal form of the relationship (employment contract, freelance service, fee-based contract, mini-job, self-employment);**
- **the time scope (full-time, part-time, short-term assignments, individual assignments);**
- **the designation or title of the contract.**

Causality:
It is required that the employment results from FLEXXI's placement. This causality is rebuttably presumed if the initial contact between customer and care professional occurred via FLEXXI and the employment takes place

within twelve (12) months after the last placement via FLEXXI. The customer may rebut this presumption.

3.2 Commission Calculation and Tiered Structure

The commission is calculated based on the gross monthly salary agreed between the client and the caregiver (or the prorated gross monthly amount in the case of hourly rates). A degressive tiered structure applies, which is determined based on the time elapsed between the end of the last booking and the conclusion of the contract that triggers the placement commission.

The current tier structure can be found at the end of the current EULA.

3.3 Increase in Scope or Salary Within the Period

If the customer increases remuneration or scope of employment within the 12-month period (e.g. upgrade from mini-job to full-time), the commission shall be recalculated based on the highest gross monthly salary agreed within the 12 months. Any commission already paid shall be credited; only the difference shall be due.

3.4 Commission Debtor

The sole debtor of the commission is the customer who employs or commissions the care professional. The care professional is not obliged to pay commissions to FLEXXI and has no recourse obligation.

3.5 Invoicing and Due Date

FLEXXI will issue the commission invoice upon becoming aware of the employment/engagement. The invoice is due within fourteen (14) days from the invoice date without deduction.

3.6 Cancellation and Additional Fees (Business Customers Only)

FLEXXI may charge separate fees for additional services (special recruiting projects, training, special evaluations) or cancellations. These will be communicated transparently in advance and must be agreed upon by the customer.

4. Prohibition of Circumvention and Damages for Disclosure Violations

4.1 Prohibition of Circumvention

The customer undertakes not to take any measures aimed at circumventing or reducing the FLEXXI commission. Prohibited actions include in particular:

- **structuring employment as short-term or marginal employment with later expansion to trigger a lower commission;**
- **disclosure of contact details to third parties with the intent or acceptance that they employ the care professional within 12 months;**
- **routing placements through affiliated companies or third parties to avoid commissions;**
- **sham self-employment or other constructions with economic equivalence to the commission.**

4.2 Legal Consequences of Circumvention
If circumvention occurs, FLEXXI is entitled to:

- **calculate the commission as if the economically corresponding employment relationship had been concluded directly with the FLEXXI customer;**
- **request documentation and evidence from the customer (contracts, payroll records, registrations);**
- **suspend payment until clarification.**
  This does not constitute a penalty but a recalculation of the correct commission.

4.3 Compensation for Damages in Case of Violation of the Non-Disclosure Obligation (for all clients)

4.3.1 Claim for Damages:
If the client violates the non-disclosure obligation under Sections 2.2.2 or provides false information regarding permitted disclosures, they shall be liable to FLEXXI for damages. This also applies if the client knowingly or negligently allows third parties, to whom they have disclosed data, to hire the caregiver within 12 months.

If the liable party cannot prove the time of disclosure, the time of the last booking plus 4 months shall be deemed as the time of contract conclusion.

4.3.2 Scope of Damages – Lump Sum Calculation:
The damages are calculated on a lump-sum basis and depend on the time at which the caregiver is hired by the third party (calculated from the original disclosure by the client):

The current tier structure can be found at the end of the current EULA.

Basis: The annual gross salary is the actual gross monthly salary agreed upon by the hiring third party, extrapolated over 12 months.

4.3.3 Legal Basis and Justification for the Lump Sum

The lump-sum compensation is objectively justified and permissible (Section 309 No. 5 German Civil Code – BGB) because:

- **the actual damage caused by disclosure is difficult to prove (lost commission, investigation effort, reputational damage);**
- **the lump sum is below the forfeited commission claims and therefore is not punitive;**
- **it provides planning certainty for both parties and avoids costly evidentiary proceedings;**
- **it applies equally to negligent and intentional breaches (general deterrent effect).**
  The lump-sum compensation applies irrespective of whether FLEXXI later remunerates the care professional directly or invoices another party.

4.3.4 Set-Off and Interaction with Commission Claims
If the customer has already paid commissions or owes commissions for the same care professional, damages shall not be charged additionally. The higher of the two claims applies (commission or damages, not both).
This also applies if the customer employs the care professional directly and simultaneously violates the disclosure prohibition by involving a third party.

4.3.5 Burden of Proof and Duty to Substantiate

FLEXXI bears the burden of proof that:
- the customer disclosed the data (e.g., by evidence, technical tracing, communication logs); and
- the third party employed the care professional (name, business, timing, job details).
The customer bears the burden of proof for exceptions and permitted disclosures. If FLEXXI can demonstrate the disclosure with a high probability, this will be accepted as evidence.

4.3.6 Reimbursement of Investigation Costs
In addition to damages, FLEXXI may claim reasonable costs for investigating disclosure violations (e.g., lawyers, forensic data analysis), up to a maximum of EUR 500 per incident.

4.3.7 Interest and Reminder Fees
In the event of late payment, damages claims accrue interest at 5% above the base interest rate per annum (Section 288 BGB). Justified reminder costs and attorneys' fees (up to EUR 50 for out-of-court enforcement; in the event of legal action, according to statutory fee schedules) shall be borne by the debtor.

4.4 Rebuttal of the Presumption of Causality
The customer may rebut the presumption of causality by proving that contact with the care professional was established independently of FLEXXI (e.g., demonstrably via other recruiters, the customer's own job posting, a long interruption in time, a different field of activity). The burden of proof lies with the customer; mere assertions are not sufficient.

5. Additional Provisions

5.1 Liability of the Care Professional

FLEXXI is not liable for breaches of duty by the care professional arising from the employment relationship between customer and care professional. Termination or non-commencement of employment does not release the customer from the commission obligation.

5.2 Governing Law and Jurisdiction

German law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

- **(business customers only) Place of jurisdiction is Munich, where legally permissible.**
- **(consumers only) Statutory consumer jurisdiction rules apply.**

5.3 Right of Withdrawal (Consumers Only)

Consumers concluding the placement contract via distance selling have a 14-day right of withdrawal, unless the service has been fully performed and the consumer expressly consented to commencement before expiry of the withdrawal period.

6. Termination Rights

6.1 Termination by Consumers
Consumers may terminate use of the platform at any time without notice. Deactivation of the account constitutes termination.

6.2 Termination by Business Customers
Business customer relationships may be terminated with four (4) weeks' notice to the end of a calendar month, in writing.
In cases of serious violations of the disclosure prohibition or repeated circumvention, FLEXXI may terminate without notice.

6.3 Survival of Claims

Termination does not affect existing commission or damages claims. Claims relating to violations within 12 months prior to termination remain due.

7. Final Provisions

7.1 Severability

If any provision of these Placement T&Cs is invalid or unenforceable, the validity of the remaining provisions remains unaffected. The invalid provision shall be replaced by a valid provision that most closely reflects the economic intent.

Payment Methods

For all payments, users must provide a valid payment method. Failure to provide and/or maintain a valid payment method, or failure to ensure sufficient funds, may result in termination of the contract at any time.

When customers use a credit card, an amount will be secured on the payment method to enable later payment. This is mandatory when using the service. Insufficient funds, provision of an invalid payment method, or unlawful chargebacks when using this payment method may result in bank fees being charged to you and an additional administrative fee of at least EUR 15.

When care professionals use a bank account, the amount due will be transferred after the service has been provided. This is mandatory for use of the service. Providing an invalid payment method may result in bank fees being charged to you and an additional administrative fee of at least EUR 15.

When customers use a bank account under a special agreement, amounts due will be debited from your payment method by means of a SEPA direct debit mandate. This is mandatory when using the service. Insufficient funds or provision of an invalid payment method may result in bank fees being charged to you and an additional administrative fee of at least EUR 15 and may lead to immediate termination of the contract.

In the case of sub-accounts, the contracting party is obliged to pay for the service recipient.

Communication with Us

If you wish to contact us in writing, or if any provision of this EULA requires written notice from you, you may do so by email at support@flexxi.care or by prepaid mail to the registered office of FLEXXI Care Deutschland GmbH – Customer Support, Dachauer Straße 17, 80335 Munich, Germany. We will acknowledge receipt of such notice by contacting you in writing, usually by email.

Contributions to FLEXXI

By submitting ideas, suggestions, documents, and/or proposals (“Contributions”) to FLEXXI via FLEXXI’s suggestion or feedback websites, you acknowledge and agree that:

your Contributions do not contain confidential or copyrighted information;
FLEXXI is not obligated, either expressly or implicitly, to maintain confidentiality with respect to the Contributions;
FLEXXI is entitled to use or disclose such Contributions for any purpose, in any manner, and in all media worldwide (or to decide not to use or disclose them);
FLEXXI may already be developing or considering ideas similar to the Contributions;

your Contributions automatically become the property of FLEXXI without any obligation on FLEXXI’s part; and
you are not entitled to any compensation or reimbursement of any kind from FLEXXI under any circumstances.

Amendments

Unless prohibited by applicable law, FLEXXI may, at its sole discretion, amend, modify, supplement, or remove parts of this License Agreement at any time. FLEXXI may notify you of such changes by email, mail, SMS, MMS, text message, in-app postings, or any other reasonable means now known or developed in the future. Such notifications may not be received if you access the App in an unauthorized manner in violation of this License Agreement. Your continued use of the App after notification of any change, modification, or supplement constitutes your acceptance of such changes. If you do not agree with a change to this License Agreement, you must immediately stop using the App.

By agreeing to this License Agreement, you acknowledge that you are deemed to have received all notifications that would have been delivered had you accessed the App in an authorized manner.

Unless otherwise specified in this License Agreement, all notices shall be deemed properly given if made in writing and delivered personally, by courier, or by prepaid registered mail with return receipt requested and addressed to you at the address provided to FLEXXI. In addition, FLEXXI may, at its discretion, provide notices electronically. Electronic notice shall be deemed properly given when sent to an address provided by you to FLEXXI. If you fail to provide and maintain up-to-date contact information, you acknowledge that FLEXXI may be unable to notify you under this License Agreement.

Assignment of Rights and Obligations

We may transfer our rights and obligations under this EULA to another organization. This will not affect your rights or our obligations under this EULA.

You may transfer your rights or obligations under this EULA to another person only with our prior written consent.

If we do not insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you or delay enforcement, this shall not constitute a waiver of our rights, nor does it mean that you are no longer required to comply with those obligations. Any waiver by us of a breach by you shall be effective only if made in writing and shall not constitute a waiver of any subsequent breach.

Each provision of this EULA applies separately. If a court or competent authority determines that any provision is unlawful or unenforceable, the remaining provisions shall remain in full force and effect.

Please note that this EULA, the App, and its use are governed by the laws of Germany. You and we agree that German courts shall have non-exclusive jurisdiction. However, if you are a consumer, you may also enforce your consumer protection rights in the EU country in which you reside.

Unless amended by us, this EULA constitutes the entire agreement between you and us regarding the service and the provision of the App and the Documents.

In particular, if and for as long as another party provides your company (partner) to us or pays for your services, you agree that we may share your data with that party and exclude liability against us for intentional or negligent acts of that party, even if such acts are related to this App and service.

Account

Where activation or use of the service requires the provision of a user ID and password and the creation of an account, you acknowledge and agree that you are responsible for safeguarding the password used to access the service and for all activities carried out under your account, whether authorized by you or not. You must notify us immediately of any unauthorized use of your account.

Service Warranty

The service is provided without warranty, and to the extent permitted by applicable law, we exclude all representations, warranties, conditions, and other terms not expressly stated in this EULA, including any implied warranties or conditions of non-infringement of third-party rights and fitness for a particular purpose in connection with your use of the service.

We do not guarantee that your use of the service will be uninterrupted, continuously available, or free from disruptions. You agree that your use of the service is at your sole risk.

Any claims by first responders predefined by you, or by any other person to whom a first responder or another person forwards received information and text messages, as well as any resulting actions and potential costs, are neither guaranteed nor caused by us.

We do not guarantee that the service will be error-free, uninterrupted, or free from other failures, or that it will meet your requirements. We expressly disclaim any

liability for damages arising from the use of this service or other damages, including but not limited to loss of potential profits, loss of data, loss of business, or missed opportunities, as well as any losses or damages not directly caused by us or not reasonably foreseeable at the time this EULA was concluded.

Nothing in this EULA affects any rights you may have under applicable law that cannot be excluded by agreement.

The FLEXXI App and the FLEXXI service are not intended to diagnose, treat, cure, or prevent any disease. They are intended solely to improve the well-being and lifestyle of you, your family, and your friends.

Please use them freely, but not for any other purpose

Obligations, Warranties, and Representations

You agree to provide us with the information required when downloading the App and the Documents so that we can provide the service. You agree to comply with all reasonable requests from us for information or instructions necessary to provide the service. You agree to comply with all applicable laws and regulations when downloading the App and the Documents and when using the service.
You represent and warrant that all information or data you provide to us at any time is and will remain accurate, current, and truthful, and that it does not and will not violate any applicable laws or regulations or infringe any third-party intellectual property rights.
You further represent and warrant that the information or data you provide is not defamatory, libelous, hateful, biased, or offensive, does not unlawfully threaten or harass any person, and does not advertise or publish services, goods, or web links to other websites.
You acknowledge and agree that we do not transfer the service to your designated first responder for the relevant life context or to any designated first responder for any life context, and that we do not have a contractual relationship with any such person. You agree to indemnify and hold us harmless from any claims, liabilities, or losses asserted by or incurred by your designated first responder arising out of your acceptance of this EULA, including your use of the service and/or our provision of the service to you.
You agree to ensure that your device meets the system requirements of the service, including receiving updates or upgrades from time to time in order to continue using the service.

Service Changes

We reserve the right to supplement, revise, or modify the service. In the event of material changes, we may notify you by email sent to the email address you have provided. It is your responsibility to check the website and/or your email address for such notifications. By continuing to access or use the service in its supplemented, revised, or modified form after such changes take effect, you agree to be bound by the revised service.

You agree that FLEXXI may, for any reason and without prior notice to you, temporarily or permanently modify or discontinue the App (or any part thereof) and/or the tool without liability to you, any other user, or any third party. The App may include functionality to automatically check for updates or upgrades. You hereby agree that FLEXXI has the right, but not the obligation, to provide such updates or upgrades from time to time.
Such updates and upgrades are subject to the terms and conditions of this License Agreement unless the App is provided under different or additional terms, in which case those different or additional terms (which may include the payment of additional fees) shall apply. Any outdated versions of the App are not supported by FLEXXI, and any use of such outdated versions is at your own risk.

Complaints, Support, and Applications

If you have a complaint regarding the service, you may contact us at support@flexxi.care as soon as possible, and in any event immediately after the incident giving rise to the complaint. You are requested to provide sufficient background information in writing to enable us to review and assess the complaint; you authorize us to download the log file from your device.

We cannot process a complaint regarding an incident if the device used has been switched off or shut down after the incident. Please note that any complaint relating to your network operator must be submitted to the relevant network operator. We will not download any other personal data from any other application on your device. We will endeavor to respond to any complaint as promptly as possible.

Our responsiveness depends on the nature and complexity of your complaint, our ability to contact you to obtain information about the complaint, and the extent to which we need to obtain information from relevant third parties in order to prepare a response (where applicable). Subject to the terms of use, we will make reasonable efforts to find a satisfactory solution. This does not apply to complaints that are vexatious, clearly unfounded, or malicious.

Any correspondence or business dealings you have with advertisers found on or through the App, including payment for and delivery of related goods or services, and any other terms, warranties, or representations associated with such dealings, are solely between you and the relevant advertiser. You agree that FLEXXI shall not be responsible or liable for any loss or damage of any kind arising from such dealings or from the presence of such advertisers in the App.

All questions or comments regarding applications should be directed to FLEXXI via our contact page at www.flexxi.care. You acknowledge and agree that app stores are not obligated to provide any maintenance or support services with respect to the App.

Links

The App may contain links to third-party websites, services, or resources. If you access such third-party websites, services, or resources, you do so at your own risk. You acknowledge and agree that FLEXXI is not responsible for the availability of such external websites or resources and does not endorse and is not responsible or liable for any advertising, products, or other materials available on or from such websites or resources.

You further acknowledge and agree that FLEXXI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or allegedly caused by or in connection with the use of or reliance on any goods or services available on or through such websites or resources.

Language

The German language version of the EULA shall be the legally binding version. Any available translations are provided without individual review and without legal significance.

Third-Party Beneficiaries

You understand, acknowledge, and agree that Apple and its subsidiaries, Google and its affiliates, and other app stores and their affiliates are third-party beneficiaries of this License Agreement. Upon your acceptance of this License Agreement, these third-party beneficiaries shall have the right (and shall be deemed to have accepted the right) to enforce this License Agreement against you. Except as expressly stated above, there are no other third-party beneficiaries of this License Agreement.

Force Majeure

Notwithstanding any other provision of this License Agreement, neither party shall be deemed in default or breach of this License Agreement for failure to perform its obligations where such failure is due to causes beyond its reasonable control. Events of force majeure include, but are not limited to, fire, flood, earthquake, epidemic, volcanic eruption, adverse weather conditions, storm, hurricane, or other natural disasters; strike, lockout, labor dispute; war, invasion, acts of foreign enemies (whether war is declared or not), civil war, rebellion, insurrection, revolution, uprising, military or usurped power; terrorism, sabotage, civil unrest, blockade, riot, malicious disturbances, malicious damage; interruption or failure of electricity, power supply, internet or other telecommunications facilities, networks, or services; computer viruses or bugs; infiltration of third-party computer systems; hacker attacks; governmental restrictions; or other acts or circumstances that materially increase or affect risks to the health or safety of the public.

Injunctive Relief

You acknowledge that any breach of this License Agreement may cause FLEXXI irreparable harm. Accordingly, you agree that FLEXXI shall be entitled, in addition to any other remedies available at law, to seek injunctive relief against such breach without the need to post a bond.

Enforceability

If any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such determination shall not affect the enforceability of that provision under other circumstances or the enforceability of the remaining provisions of this License Agreement.

Entire Agreement

This License Agreement constitutes the entire agreement between the parties with respect to its subject matter, and there are no other terms, understandings, communications, representations, warranties, assurances, side agreements, or other agreements between the parties relating to the App other than those set out herein. This License Agreement supersedes all prior or contemporaneous terms, understandings, communications, representations, warranties, assurances, side agreements, or other agreements between the parties, whether oral or written, relating to the subject matter, and you acknowledge that in agreeing to enter into this License Agreement you have not relied on any such prior statements.

You may also be subject to additional terms and conditions that apply when you use or purchase certain other FLEXXI services, partner services, third-party content, or third-party software.

Assignment of Rights

FLEXXI may assign this License Agreement to third parties without prior notice to you. You may not assign this License Agreement without the prior written consent of FLEXXI, and any assignment without such consent shall be void.
FLEXXI is entitled to perform its obligations hereunder directly or to have some or all of its obligations performed by contractors, subcontractors, or affiliated companies.

Waiver and Severability

The failure of FLEXXI to exercise or enforce any right or provision of this License Agreement shall not constitute a waiver of such right or provision. If any provision of this License Agreement is held by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the remaining provisions shall remain in full force and effect.

Termination of This License Agreement

Your rights under this License Agreement will terminate automatically if you fail to comply with any of its terms. No notice from FLEXXI is required to effect such termination. In addition, FLEXXI may terminate this License Agreement and/or

discontinue provision of the App without liability by giving you at least thirty (30) days' notice.

FLEXXI shall not be liable to you for any damages arising out of or in connection with the termination of this License Agreement in accordance with its terms. Upon termination for any reason, you must cease all use of the App and delete it from your mobile device.

No Survival Rights and Non-Transferability

You agree that your FLEXXI account is non-transferable and that all rights to your FLEXXI ID or the content within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents permanently deleted.

Limitation Period

You agree that, notwithstanding any statute or law to the contrary and unless a shorter period is expressly stated in this EULA, any claim or cause of action arising out of or related to the use of the App or this License Agreement must be filed within one (1) year after such claim or cause of action arose, or be permanently barred.

Section Headings

Section headings in this License Agreement are for convenience only and have no legal or contractual effect.

Online Services – Termination Request

You may terminate your FLEXXI access to the App by submitting a termination request to FLEXXI via the relevant button in the App and its settings.

You agree that FLEXXI may, without prior notice, immediately terminate, restrict, or suspend your access to FLEXXI and suspend access to the App. Reasons for such termination, restriction, or suspension include, but are not limited to:

violations or breaches of this License Agreement or other registered agreements or policies;
requests by law enforcement or other governmental authorities;
discontinuation or material modification of the App (or any part thereof);
unexpected technical or security issues or problems;
extended periods of inactivity;
your involvement in fraudulent or illegal activities; and/or
non-payment of fees owed by you in connection with registration.

You further agree that all terminations, access restrictions, and suspensions for cause are at FLEXXI's sole discretion, and that FLEXXI shall not be liable to you or any third party for termination of your account or suspension of access to the App.

Place of Performance and Jurisdiction

For mediation services, Munich, as the registered office of FLEXXI Care Deutschland GmbH, shall be the place of performance. In all other cases, the place of performance shall be the location where the offline service is provided or to be provided.

Special Agreements for the Use of the FLEXXI Care Respite Care Billing Bot

1. General Terms of Use

- **The use of the FLEXXI Care respite care billing bot (hereinafter referred to as the "Bot") is free of charge for all individuals once per email address.**
- **It is not permitted to embed the Bot into proprietary websites if memberships, fees, or any other costs are charged for its use. Linking to the Bot is permitted at any time.**
- **Embedding the Bot on external websites is permitted only with the prior written consent of FLEXXI Care Deutschland GmbH.**

2. Additional Terms of Use

- **Use of the Bot is voluntary and free of charge. FLEXXI Care Deutschland GmbH assumes no liability for any errors or damages arising from its use.**
- **After submission of the billing form, no data will be stored. Subsequent retrieval of this data is not possible.**
- **Responsibility for reviewing and complying with data protection requirements lies solely with the user. FLEXXI Care Deutschland GmbH assumes no responsibility in this regard.**

3. Paid Annual Version

- **By purchasing the paid annual version, the user is granted the right to use the Bot for a period of 365 days from the conclusion of the contract.**
- **Within this period, the user may create an unlimited number of profiles, provided that these individuals consent to the use and processing of their data.**
- **The user is responsible for ensuring compliance with data protection regulations. FLEXXI Care Deutschland GmbH does not verify this.**
- **The user shall indemnify FLEXXI Care Deutschland GmbH against any liability arising from the unauthorized storage or processing of third-party data.**
- **During the term of the contract, stored data and forms can be accessed again within the program and may be partially modified.**

4. Transfer of Data

- **By using the Bot (both in the free and the paid version), users agree that the entered data may be forwarded to the responsible health insurance providers where applicable.**

- **FLEXXI Care Deutschland GmbH assumes no responsibility for the data protection lawfulness of such data transfers.**

Special Agreements for the Use of the FLEXXI Care Sorgenlos Card

1. Scope of Services and Application

- **By concluding the FLEXXI Care Sorgenlos Card, the applicant applies—either for themselves or for a person they represent—for the use of the following services for the current calendar year:**
- **For services booked via the FLEXXI Care marketplace, FLEXXI Care will, within the scope of its capabilities, advance payment to the care service provider and subsequently handle the billing with the responsible health insurance fund in accordance with Section 39 of the German Social Code Book XI (SGB XI, new version).**
- **The applicant confirms that they are authorized to apply for the card on behalf of the entitled person and that they and/or the entitled person will provide truthful information regarding services already used and billed.**
- **A minimum care level of Care Grade 2 is required.**

2. Liability and Duties to Cooperate

- **Incorrect or incomplete information shall result in liability of the applicant towards FLEXXI Care, in particular in cases where reimbursement by the health insurance fund is not possible.**

- **By concluding the contract, the service recipient (if applicable, represented by a legal guardian or authorized representative) declares that they wish to use the services, that no exclusion grounds are known, and that they will truthfully report to FLEXXI Care all services provided or billed during the calendar year.**

3. Processing and Payment Modalities

- **FLEXXI Care maintains a log of submitted service days and payments.**

- **FLEXXI Care is entitled to refuse the service if there are doubts regarding the accuracy of the information provided or if reimbursement by the health insurance fund appears to be excluded.**

- **If a substitute caregiver is selected, the Sorgenlos Card is binding as the payment method; subsequent changes are excluded.**

- **The entitled person may choose other payment methods at any time; in this case, no billing will be processed via FLEXXI Care.**

- **Medical services are excluded from service provision.**

4. Payment Processing

- **By selecting the Sorgenlos Card as the payment method, the beneficiary authorizes FLEXXI Care to make payments to the service provider. There is no entitlement to direct payment by the health insurance fund or by FLEXXI Care.**
- **The beneficiary can view all payments made and fees incurred in their user account.**
- **FLEXXI Care automatically generates two invoices: one between the contractor and the care recipient, and one from FLEXXI Care to the contractor. After deduction of the commission, the remaining amount is held in an account and, upon request, paid out to a bank account specified by the caregiver.**
- **By accepting the assignment, the contractor confirms that there are no known reasons preventing payment or reimbursement.**

5. Information on Respite Care (Verhinderungspflege)

- **When submitting the application, the care beneficiary must state the reason why the regular caregiver is unavailable and identify that person.**
- **The care beneficiary and the service provider declare that their names may be disclosed to the health insurance fund. The care beneficiary also consents to the disclosure of the name of the substitute caregiver for billing purposes.**

6. Sorgenlos Card Bonus

The FLEXXI Care Sorgenlos Card bonus of EUR 60 is credited to each user upon card purchase or upon renewal at the beginning of the calendar year. The bonus expires if services are used by the entitled person through third parties outside the FLEXXI Care marketplace.

7. Availability of Services

The services of the FLEXXI Care Sorgenlos Card are available from 1 January of a calendar year or from the date of issue. The fee is charged for the positive verification of the requirements for reimbursement eligibility relating to the entitled person.

8. Renewal and Termination

The FLEXXI Care Sorgenlos Card is renewed annually for one calendar year unless the entitled person cancels the subscription. Cancellation is sufficient if submitted by 15 January of the new calendar year.

Fee Schedule

I) Placement Commission under BGB Placement

Period since last placement	Commission
0 to < 3 months	16,67% of annual gross salary (2,0 monthly salaries)
3 to < 6 months	11,67% of annual gross salary (1.4 monthly salaries)
6 to < 9 months	8,33% of annual gross salary (1.0 monthly salary)
9 to < 12 months	4,17% of annual gross salary (0.5 monthly salary)
from 12 months	0% (no commission)

II) Placement Fees under BGB Placement

Period between disclosure and third-party employment	Damages (lump sum)
0 to < 3 months	25% of the care professional's annual gross salary (3 monthly salaries)
3 to < 6 months	16,67% of annual gross salary (2.0 monthly salaries)
6 to < 9 months	12,5% of annual gross salary (1.5 monthly salaries)
9 to < 12 months	8,33% of annual gross salary (1.0 monthly salary)
from 12 months	0% (no damages)

III) Fees for the Sorgenlos Card

1. **Annual Fee**
   The annual fee is €41 incl. VAT.

2. **Placement and Financing Fee**
   The retained gross commission when using the Sorgenlos Card is:

- **16% charged to the client / cardholder**

- **4% charged to the contractor**

This fee is invoiced to the care insurance fund.

IV) General Placement Fees

1. **For private clients and their contractors (B2C)**
   For orders placed by private individuals (“B2C”), 4% of the order value is charged to and retained from the contractor; this includes payment processing fees.

No fees are charged to the client.

2. **For business clients and their contractors (B2B)**
   For orders placed by businesses (“B2B”), 4% of the order value is charged to and retained from the contractor; this includes payment processing fees.

The client is charged 11% of the order value.

VAT is stated separately.

Version

The version of FLEXXI’s cancellation policies in force at the time an order is placed and accepted shall apply to all users. The current versions can be found here:

Customer Cancellation Policy: https://flexxi.care/de/hilfe – Policies – Customer Cancellation Terms

Nurse / Caregiver Cancellation Policy: https://flexxi.care/de/hilfe – Policies – Nurse / Caregiver Cancellation Terms

General Code of Conduct

Sie bestätigen, dass Sie mit der Arbeitsaufnahme als Krankenschwester und Pflegefachkraft die Verhaltensregeln akzeptieren, die Sie hier finden : https://flexxi.care/image/catalog/Code_of_Conduct_for_nurses_de.pdf https://flexxi.care/image/catalog/Code_of_Conduct_for_clients_de.pdf

English versions:https://flexxi.care/image/catalog/Code_of_Conduct_for_nurses_en.pdf https://flexxi.care/image/catalog/Code_of_Conduct_for_clients_en.pdf)

Further information is also available here:

https://flexxi.care/de/hilfe – Policies – Code of Conduct for Clients / Patients

https://flexxi.care/de/hilfe– Policies – Code of Conduct for Nurses and Caregivers

Data Protection

The current data protection notices can be found here:https://flexxi.care/de/datenschutzhinweise

Ende der EULA von 01.2026

FLEXXI End User License Agreement (EULA) and General Terms and Conditions (T&C), dated 22 January 2026

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