

This document brings together :

- The General Terms and Conditions of Use of the Yoopies Platform and the associated Personal Services for Users who are looking for and providing personal services (childcare, household help, school support, etc.);
- The General Terms and Conditions of Use of the Yoopies Platform and of the Pet Care Services for Users who are looking for and providing pet care services.

The Users must take cognizance of and agree to the general conditions relevant to their use of the Yoopies Platform.

The General Terms and Conditions of Use of the Yoopies Platform and associated Personal Services

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Legal information

This website is produced and published by Worklife, a simplified joint stock company with a capital of €26,237.00, whose registered office is located at 17 rue Froment - 75011, Paris (France), registered in the Paris Trade and Companies Register under number 533 592 051.

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Background

The present general conditions of use and sale of the services of the website Yoopies (hereinafter the "General Conditions of Use" or "GCU") aim at defining the conditions of access and use of the Platform and of the online services proposed by the company

Worklife (hereinafter the "Company" or "Yoopies"), publisher of the website Yoopies.com and at creating the framework of contact between the Members and the Platform.

The Yoopies website is available in:

- France: yooxies.fr
- Belgium: yooxies.be
- Switzerland: yooxies.ch
- Luxembourg: yooxies.lu
- UK: yooxies.co.uk
- Sweden: yooxies.se
- Finland: yooxies.fi
- Germany: yooxies.de
- Austria: yooxies.at
- Lithuania: yooxies.lt
- Poland: yooxies.pl
- Norway: yooxies.no
- Netherlands: yooxies.nl
- Spain: yooxies.es
- Portugal: yooxies.pt
- Italy: yooxies.it
- Denmark: yooxies.dk

Each website has an English version, by adding [en.yooxies.\(country code\)](http://en.yooxies.(country code))

The User can also access the Services offered by Yoopies in other countries by clicking on the corresponding flags on the Yoopies.com website.

It is hereby reminded that the present document does not constitute legal advice which only legal professionals are entitled to give.

Article 1 - Definitions

In these Terms and Conditions of Use, words or expressions beginning with a capital letter, whether in the singular or plural, shall have the meaning set out below:

"Premium Subscription": means a paid package giving access to the paid Services of Yoopies for a limited period of time, tacitly renewable for a period equivalent to that initially chosen; (*excludes yooxies.se, yooxies.fi, yooxies.dk, yooxies.nl, yooxies.pl, yooxies.at, yooxies.no*)

"Help with Administrative Procedures": assistance provided by Yoopies in carrying out the administrative formalities undertaken by the Provider and/or the Caregiver in order to perform the personal services offered via the Platform;

"Content": refers to any statement, message or information of any kind (texts, images, videos, photographs, comments, trademarks, company names, etc.) posted online by a Member;

"Caregiver": refers to the Member, a natural person, wishing to call upon the services of an Caregiver via the Platform;

"Data" or "Personal Data": means personal data that can be used to identify the User;

The "Caregiver": refers to the Member registered on Yoopies ready to carry out the Job requested by the Employer or offering Personal Services to Employers. The Caregiver can be a private individual or a professional working in his or her own name.

Caregivers who have the status of "auto-entrepreneur" and an approval or a declaration (hereinafter "Declaration Personal Services") authorizing them to provide services at home are given the status of "Auto-entrepreneur" on their Yoopies profile. (*Applicable to yoopies.fr only*)

The Caregiver may be involved in childcare (baby-sitter, nanny, childminder), cleaning, tutoring, pet-sitting or assistance to dependent relatives;

"Member": means the Caregiver or the Employer registered on the Yoopies Platform;

"Job": means the service entrusted by the Employer to the Caregiver;

"Platform" means the Yoopies website accessible online at <https://yoopies.com>;

"Services": refers to all the free or paying services offered by the Platform;

"Personal Services": refers to all the services offered by the Platform such as childcare, cleaning, school support, help for dependent relatives;

"User": means any person using the Platform, whether a visitor or a Member;

"Verification": means the option proposed by Yoopies and chosen by the Caregiver to certify the truthfulness of the information provided on his/her profile (identity document, residence permit, diplomas and similar).

Article 2 - Purpose of the activity of Yoopies

Yoopies offers the following services:

- Yoopies provides Employers and Caregivers with the technical tools and means to enter into a relationship via the Platform in order to conclude a contract of employment or service provision;
- Yoopies hosts Job requests, Job offers and any Content generated by the Employers and Caregivers;
- Yoopies assists the Users in their declarative and administrative procedures aiming at obtaining aid for Personal Services; (*Applicable to yoopies.fr only*)
- Yoopies allows the Users to manage the organization of Jobs and payment, according to the modalities defined in the present document. (*excludes yoopies.se, yoopies.fi, yoopies.dk, yoopies.nl, yoopies.pl, yoopies.at, yoopies.no*)

Yoopies is not a home service provider, but a Platform to connect individual Employers and Caregivers. Yoopies puts Caregivers and Employers in contact and offers the following services:

- Home childcare: profiles of full-time and part-time live-in and live-out nannies, part-time baby-sitters, after-school pick-ups and drop offs emergency or occasional, and full-time or part-time childminders (*Childminders are not a service provider on yooxies.nl, yooxies.lt, yooxies.pl, yooxies.es*);
- Home tutoring: profiles of private teachers and tutors for home tuition in about twenty subjects (English, mathematics, French, Spanish, physics, piano...);
- Assistance and/or accompaniment of the elderly: profiles of companions and carers to assist dependent relatives (shopping, cleaning, cooking, washing, etc.);
- Household maintenance and housework: profiles of housekeepers or cleaners for household chores.

It is already stated that the obligations of Yoopies are limited to the implementation of the means allowing Caregivers and Employers to enter into contact.

Article 3 - Acceptance of the General Conditions of Use

The use of the Yoopies website is subject to the present Terms of Use. By using the Yoopies website for the services mentioned in article 2, the Users acknowledge that they have read, understood and accepted without reservation the present Terms of Use. Similarly, by using the Yoopies website, the Users acknowledge that they have accepted the privacy and personal data protection policy (hereinafter the "Privacy Policy") which can be consulted at any time on its website.

Yoopies may at any time modify and update the present Terms of Use and Privacy Policy. The General Terms and Conditions and the Privacy Policy in force at the time of the use of the Yoopies website are the ones that are opposable to the User.

The user is advised to keep himself/herself regularly informed about the current Terms of Use. The current version of the Terms of Use and the Privacy and Data Protection Policy can be found at any time on the Yoopies website, at the bottom of the page.

Article 4 - Access to and use of the Platform

4.1. Access to the Platform

The Platform is accessible 24 hours a day, 7 days a week.

However, Yoopies reserves the right, without prior notice or compensation, to temporarily suspend the Platform or the access to the remote Services, in particular to carry out an update, maintenance operations or modifications on the servers.

Yoopies reserves the right to add to or change the Platform and the Services available on it at any time.

In case of temporary or prolonged unavailability of the Platform, in particular in case of occurrence of "bugs" or in case of definitive closure of the latter, Yoopies cannot be held responsible for any damage that may occur, other than those directly resulting from the non-performance of its obligations listed herein.

Yoopies does not guarantee that the Platform will function without interruption and that the servers providing access to it and/or the third party sites to which hyperlinks appear are free of viruses.

Yoopies shall not be liable if one or more Users are unable to connect to the Platform due to a technical defect or any other problem.

The Platform brings together Employers who are registered on the Platform in order to be put in contact with Caregivers. They propose to pay the Caregivers for the completion of Personal Services Jobs.

Access to the Platform for Employers is reserved for any natural person who has full legal capacity to enter into commitments under these General Terms of Use, within the framework of their own personal services needs and not for the purpose of reselling, renting or exchanging Services for the benefit of third parties, within the framework of a professional or occasional activity.

Caregivers offer Personal Service Jobs. Access to the Platform for Caregivers is reserved for :

- any natural person over 16 years of age, who is authorised to carry out a professional activity in their country of residence, who has civil liability insurance and who has a clean criminal record;
- any professional under the status of "Auto-Entrepreneur" who has been approved or who has made a "Personal Service" declaration making his or her Jobs eligible for tax benefits as defined by Article 199 of the General Tax Code and who can prove that he or she has no criminal record. (France only)

The Caregivers and Employers must be a legal resident of the country they reside in in order to register and use the Yoopies Platform. If they do not, Yoopies will automatically or manually suspend their account, without being held responsible for this.

It is forbidden to any legal entity, and to any natural person acting on behalf of a legal entity, to register on the Platform as a Caregiver without prior written authorization from Yoopies, to contact the Employers to retrieve partially or totally the database of the Website, or to use the Website.

Yoopies reserves the right to exclude any User registered on the Platform and to initiate any legal action if it considers itself to be a victim of any prejudice whatsoever due to such actions, and in particular in the event of use of its database for commercial purposes or canvassing (canvassing and/or collection of information on the users of Yoopies, use of the contact details of the Caregivers, abusive advertising, etc.).

Employers and Caregivers registered on the Platform are together referred to as "Members".

Yoopies acts as an intermediary body, bringing together Employers and Caregivers

4.2 Registration on the Platform

The use of the Services requires the User to register on the Platform, by filling in the form available online on the Platform. The User must fill in all the information indicated as mandatory to register. This information must be exact, up to date and truthful and be updated regularly by the Member from their account.

The Member must indicate a valid e-mail address that will allow him/her to confirm his/her registration and a telephone number from which he/she can be reached.

When the e-mail address allows the creation of multiple aliases (e-mail address such as gmx.fr or gmx.com), Yoopies can, without engaging its responsibility, manually or automatically suspend the account associated with the said email address.

This action aims to prevent any fraud or scamming using this type of email address on the Platform. The account can be unblocked upon request of the Member after verification by Yoopies services, at the following email addresses by country:

Spain	contacto@yoopies.es
Italy	contatto@yoopies.it
Portugal	contato@yoopies.pt
Sweden	contact@yoopies.com
Finland	contact@yoopies.com
Denmark	contact@yoopies.com
Germany	kontakt@yoopies.de
Austria	contact@yoopies.com
Norway	contact@yoopies.com
France	contact@yoopies.fr
Lithuania	info@yoopies.lt
Poland	contact@yoopies.com
Netherlands	contact@yoopies.com
Belgium	contact@yoopies.be
Luxembourg	contact@yoopies.com

UK	contact@yoopies.co.uk
Switzerland	contact@yoopies.ch

Yoopies reserves the right to accept or refuse any registration in case of non-compliance with these terms.

The Member undertakes to use the Platform personally and not to allow any third party to have access to it in his/her place or on his/her behalf. The Member undertakes to create only one account.

The Member undertakes to maintain the confidentiality of its login and password. Any Job carried out with the Member's login and password shall be deemed to be carried out by the Member, and the Member shall therefore be solely responsible for it.

4.2.1. Provisions specific to Intervenors

(i) Verification of Caregiver profiles

In order to guarantee to Employers the truthfulness of the information uploaded by

Caregivers, Yoopies proposes a profile verification system (hereinafter "Verified Caregivers").

Profile Verification consists in checking the identity, contact details and possible diplomas of Caregivers, it being specified that Yoopies cannot guarantee the veracity of the personal information provided by the Caregivers, according to the following modalities:

- Regarding identity: the Caregiver electronically transmits a copy of his/her identity document (identity card, passport, permit and valid residence permit for residents outside the European Union). Yoopies checks that the surname, first name and age transmitted during the registration on the Platform match;
- With regard to diplomas: when a Caregiver indicates that he/she has a diploma of any kind, he/she electronically transmits a copy of it. Yoopies checks that the diploma was issued to the name and surname provided at the time of registration of the Caregiver.

The Profile Check is not automatic, and only the Caregiver may request it. Caregivers wishing to benefit from the Profile Checking system must pay the following charge to cover the costs associated with this Checking, depending on the country of residence:

Spain	4€
Italy	4€
Portugal	3€
Sweden	Free

Finland	Free
Denmark	Free
Germany	Free
Austria	Free
Norway	Free
France	4€
Lithuania	5€
Poland	Free
Netherlands	Free
Belgium	4€
Luxembourg	4€
UK	£4
Switzerland	CHF 8

This amount includes VAT.

A one-week Premium Subscription, which auto-renews without cancellation from the Caregiver, is offered to Caregivers with a Verification, as specified in article 5.1.

As an exception, verification is free and automatic for :

- Caregivers under auto-entrepreneur status (*France only*);
- Caregivers with the status of Childminder. In this case, Yoopies will verify the child care provider's accreditation in addition to the information mentioned above. (*Excludes Denmark, Austria Netherlands, Lithuania, Poland and Spain*)

The words "Verified Profile" are visible to Employers and appear on the Verified Caregiver's profile.

(ii) "Auto-entrepreneur" status (France only)

To combat undeclared work, Yoopies offers Caregivers the opportunity to become licensed professionals in the field of Personal Services by adopting a self-employed status (hereinafter referred to as the "Auto-entrepreneur").

Yoopies simplifies the use of self-employed service providers for Caregivers in the following way:

- by issuing electronic invoices for Personal Services on behalf of and in the name of the Caretaker and intended for the Caregiver by virtue of the billing mandate signed between Yoopies and the Caretaker. In this case, Yoopies receives a comJob on the amount of the invoices (1,12 € per hour worked for the self-employed Provider);

- by simplifying the administrative procedures for obtaining the aid available to Caregivers who use qualified professionals in the field of Personal Services.

In order for the Caregiver's profile to be stamped "Self-employed", two conditions must be met:

- The Caregiver must be a self-employed entrepreneur and must have made a "Services to the Person" declaration making the Jobs eligible for tax benefits as defined by article 199 sexdecies of the General Tax Code;
- The provider must sign a billing agreement allowing Yoopies to bill in his or her name and on his behalf for the Personal Services Jobs.

In the event that the Service Provider is a private individual who does not have the status of auto-entrepreneur and/or has not made a "Personal Services" declaration, Yoopies will propose to him/her to take the necessary steps in his/her name and on his/her behalf in order to obtain them.

The words "Auto-Entrepreneur" are visible to Caregivers and appear on the profile of the Self-employed Caregiver.

4.2.2. Caregiver-specific provisions

Caregivers can post an ad describing the Personal Services Job they wish to carry out.

By posting an ad, the Caregivers agree that Yoopies will relay this ad to its partners, in order to maximize their chances of finding a person corresponding to their expectations. Only the content of the ad is automatically relayed and published on the website of the said Yoopies

partners. The identity of the Caregivers remains confidential and not apparent on the advertiser's website.

In order to get in touch with the Caregivers, any person interested in the advertisement displayed on the partner's website will be automatically redirected to the Yoopies Platform, with the obligation to register in order to get in touch with the Caregivers.

4.3. Ranking of advertisements

The inclusion and ranking of Members' advertisements in the search results on the Platform depends on various factors. When a search is carried out by an Employer, the search results are ranked by the relevance criterion, meaning certain advertisements may be displayed first at the top of the results, notably for the following profiles types:

- the profiles of self-employed workers with an "Auto-Entrepreneur" stamp (Applicable to France only);
- the Caregivers profiles with a good review by an Employer;
- the most complete profiles (photo, complete advert, etc.);
- the Caregivers' profiles that are Verified

The Caregiver profiles that have subscribed to a Premium Membership in accordance with Article 4.1 hereof, it being specified that only Verified profiles can be Premium Members.

In addition, the Employer has the possibility to classify the display of the advertisements according to :

- Relevance (by default): the Caregivers ads are displayed at the top of the results according to the Employers' criteria;
- Distance: the advertisements of the service providers whose geographical location is closest to the Employer are displayed at the top of the results;
- the Caregivers' rating: ads from Caregivers with a good rating (ratings ranging from 1 to 5 stars) are displayed at the top of the results;
- the date of publication: the most recent Caregiver ads are displayed at the top of the results.

When an Caregiver's ad is consulted by an Employer, the following ads are displayed at the top of the results:

- emergency childcare option available;
- ads that meet the criteria (availability, languages spoken, etc.);
- recently updated advertisements, it being specified that the advertisements of Members with a Premium Membership (cf. article 5.2 hereof) are updated automatically 4 times every three days;
- the advertisements of the Caregivers whose geographical location is closest to the Employer;
- ads from Caregivers who have subscribed to a Premium Subscription (see article 5.2 hereof).

Article 5 - Conditions of access to the Services

Access and registration to the Platform is free of charge.

Employers can contact free of charge via the internal messaging system Caregivers who have published an ad.

Employers can consult the availability of Caregivers

Furthermore, in addition to registration, Members may choose to take out a Premium Subscription to become a "Premium Member", it being specified that the three formulas offered are subject to a fee (*excluding Netherlands, Austria, Poland, Finland, Sweden, Denmark and Norway.*)

Employers who have not subscribed to a Premium Membership can still book Caregivers if the Caregiver is an "Auto-Entrepreneur" and can use administrative automation of declarations, however the Employer will be charged 24,90 euros a month. (*France only*)

5.1. Premium subscription offered to Caregivers

The Verification gives Caregivers the possibility to subscribe to a Premium Subscription (hereinafter referred to as "Premium Caregivers") offered in a monthly formula depending on the country of residence:

Spain	5€
Italy	5€
Portugal	3€
Sweden	Free
Finland	Free
Denmark	Free
Germany	Free
Austria	Free
Norway	Free
France	7€
Lithuania	7€
Poland	Free
Netherlands	Free
Belgium	7€
Luxembourg	7€
UK	£9
Switzerland	CHF 7

- Premium Caregiver advertisements appear at the top of the results in a search performed by default by Employers;
- After sending an initial message, Premium Caregivers have access to the telephone numbers of the Employers who have previously agreed to communicate with them.

The Premium Subscription is renewed every month. The monthly Premium Subscription is automatically renewed at the end of the Premium Subscription week offered at the time of Verification (see Article 5.2 hereof).

It is possible to stop the automatic renewal of the Premium Subscription at any time by clicking on the "Stop automatic renewal" button in the "My Account" section, "Premium" section, "Options" section.

The Caregiver is informed of the automatic renewal of the Premium Subscription at the time of payment of the Premium Subscription and/or the Verification. The information is given on

the page dedicated to the Premium Subscription before proceeding with the payment operation and upon receipt of the e-mail confirming the subscription to the Premium Subscription and/or the completion of the Verification.

On each monthly payment due date for the Premium Subscription, the Subscriber shall receive an e-mail confirming its renewal, in accordance with [Articles L. 215-1 et seq. of the French Consumer Code](#).

Caregivers with the status of "Auto-Entrepreneur" (France only) or Childminder automatically benefit from the Premium Subscription free of charge.

(Not applicable for Netherlands, Poland, Finland, Sweden, Denmark, Germany, Austria and Norway as Verification is free for all Caregivers)

5.2. Premium Subscription for Employers

Any Employer can subscribe to a Premium Subscription (hereinafter referred to as "Premium Caregivers") offered in monthly, quarterly or annual formulas, allowing them to benefit from the following advantages

- Premium Employer advertisements appear at the top of the results in a default search by Caregivers;
- the possibility of unlimited contact with the Caregivers via the internal messaging system;
- access to the telephone details of all Caregivers who have agreed to communicate it to them, it being specified that access to the telephone details of the Caregivers is only possible after having obtained a reply from the Caregiver by internal messaging;
- the possibility to consult the reviews published by other Employers
- Contact the Caregivers who have published opinions via the internal messaging system without restriction;
- the possibility of consulting the bookings feature *(Not applicable for Netherlands, Austria, Poland, Finland, Sweden, Denmark and Norway)*
- assistance in completing the administrative procedures related to the employment of a home-based employee and/or the use of an "Auto-Entrepreneur" as well as assistance in obtaining aid related to personal services. *(France only)*

In addition, the Premium Employers benefit from a replacement solution within the limit of three consecutive days, in the event that the booked Caregiver is suddenly unavailable to carry out the Job. In this case, the Caregiver must inform the Yoopies customer service by phone between 10am and 6pm during working days (Monday to Friday). Yoopies shall inform the Caregivers of the Employer's need and put him/her in contact with an appropriate Caregiver. This punctual replacement, if its duration is superior to one day, can be carried out by several Caregivers. The Caregiver acknowledges that Yoopies is only subject to an obligation of means and cannot be held responsible in the event that no Caregiver is available to perform this replacement. *(Not applicable for Netherlands, Poland, Finland, Sweden, Austria, Denmark and Norway)*

Premium Employers can also benefit from Axa insurance if they book a Caregiver with an "Auto-Entrepreneur" status or with an individual. (Caregivers who have concluded an employment contract with the Employer are excluded). For more information, you can

consult our dedicated section: <https://yoopies.fr/regles-generales-de-diffusion>. (*France only*)

Finally, Premium Employers benefit from a credit offered by Yoopies if they subscribe to a quarterly or annual Premium Membership. The following credit applies:

France	3m - 50€ / 1y - 100€
Belgium	3m - 50€ / 1y - 100€
Switzerland	3m - 50 CHF / 1y - 100 CHF
Luxembourg	3m - 50€ / 1y - 100€
Italy	3m - 30€ / 1y - 50€
Spain	3m - 30€ / 1y - 50€
Portugal	3m - 20€ / 1y - 40€
Lithuania	N/A
UK	3m - 50£ / 1y - 100£
Germany	3m - 50€ / 1y - 100€

(Not applicable for Netherlands, Austria Poland, Finland, Sweden, Denmark and Norway as Premium is free of charge)

This amount is automatically credited to the account of the Premium Employer who can benefit from it for all the Personal Services eligible to the reservation. This credit, which can be used at any time, is limited to one time per person. Therefore, the Premium Employer may not benefit from it several times by subscribing to several Premium Memberships. Any attempt to manipulate the system or to use the credits by means of a third party or a group, a macro, a "script", "brute force", IP address masking, the use of a fraudulent identity, or any other automated means (including any system designed to penetrate other systems) is strictly forbidden. Any fraud or attempted fraud will result in the closing of the Employer's account and the invalidation of the credits, which will have to be reimbursed to Yoopies if they have been used. If necessary, Yoopies reserves the right to initiate any legal action if it considers that it is a victim of any prejudice whatsoever due to such actions. The cancellation of the renewal of the subscribed Premium Membership will result in the invalidation of the credits on the account of the Caregiver.

The price of Premium Subscriptions is degressive according to the duration of the subscription and Yoopies platform country. All prices include VAT.

Spain	One (1) month: 14,90€ Three (3) months: 39,00€ One (1) year: 108,00€
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Italy	One (1) month: 19,99€ Three (3) months: 39,00€ 1 year: 108,00€
Portugal	One (1) month: 9,90€ Three (3) months: 24,00€ One (1) year: 72,00€
Sweden	Free
Finland	Free
Denmark	Free
Germany	One (1) month: 24,90€ Three (3) months: 60,00€ One (1) year: 156,00€
Austria	Free
Norway	Free
France	One (1) month: €24.90 Three (3) months: 57.00 One (1) year €156.00
Lithuania	One (1) months: 14,90€ Three (3) months: 35,70€ One (1) year: 106,80€
Poland	Free
Netherlands	Free
Belgium	One (1) month : 24,90€ Three (3) months : 60 € One (1) year : 156€
Luxembourg	One (1) month : 24,90€ Three (3) months : 60 € One (1) year : 156€
UK	One (1) month: £29.90 Three (3) months: £60.00 One (1) year: £156.00
Switzerland	One (1)month : 49 CH Three (3) months : 117 CH One (1) year : 300 CH

Payment is made online by credit card (Visa, Eurocard, Mastercard).

Caregivers must indicate their credit or debit card number, as well as the date of validity and

the last three digits of the pictogram on the back of the card. The SSL (Secure Sockets Layer) security protocol guarantees total confidentiality of personal information transmitted over the Internet.

All payments are irrevocable, no partial or total reimbursement of the Premium Membership can be granted by Yoopies unless it is requested within the legal retraction period of fourteen (14) days, except for the exception provided for in [article L. 221-28 1° of the Consumer Code](#) (cf. article 10 hereof).

Employers have the possibility of indicating a promotional code that may offer them a discount on the public price or a number of free days of Subscription.

By accepting these terms and conditions, Members acknowledge that Promotional Codes:

- may not be used for any purpose other than those envisaged in the specific conditions established by Yoopies for each promotional code;
- may not be duplicated, sold or transferred in any way, nor may it be made available to the general public by being posted on a public forum or social network or otherwise unless expressly permitted by Yoopies;
- may expire before being used and may be deactivated by Yoopies at any time for any

reason, without any liability on the part of Yoopies.

Yoopies reserves the right to refuse the granting of any promotional code and/or to render the order and the use of these promotional codes of a Member invalid in case of erroneous, fraudulent, illegal use or use contrary to the specific conditions applicable to the promotional codes or to the present. Furthermore, in this case, Yoopies reserves the right to:

- close the account of the Member who has not complied with the above conditions;
- request reimbursement from Members for promotional codes used for a purpose other than that specified in the specific terms and conditions established by Yoopies or herein.

The Premium Subscription is automatically renewed for the same duration as the one initially chosen.

It is possible to stop the automatic renewal of the Premium Subscription at any time, in the "My Account" section, "Premium" section, Click "Cancel" and confirm the cancellation.

The Caregiver is informed of the automatic renewal when paying for the Premium Subscription. The information is given on the dedicated page before proceeding with these operations and when receiving the email confirming the Premium Subscription.

In accordance with [Articles L. 215-1 et seq. of the French Consumer Code*](#), on each monthly or quarterly payment due date for the subscription, the Subscriber shall receive an e-mail confirming his renewal, mentioning the possibility of interrupting the automatic renewal. In the event of an annual due date, the Employer receives an e-mail one month before the day of its renewal mentioning the possibility to interrupt the automatic renewal.

In the event that a Caregiver is in the course of a Job with an Employer, the latter may not

terminate the automatic renewal of the Premium Subscription until the Job(s) has (have) been completed or cancelled.

Please note that Premium subscription fees and automatic renewal reminders are not applicable for countries in which Premium is free: Norway, Denmark, Poland, Netherlands, Sweden, Finland, Austria

* Article L. 215-1 of the Consumer Code: "For service contracts concluded for a fixed term with a tacit renewal clause, the trader providing the service shall inform the consumer in writing, by letter or dedicated e-mail, at the earliest three months and at the latest one month before the end of the period authorising the rejection of the renewal, of the possibility of not renewing the contract he has concluded with a tacit renewal clause. This information shall be given in clear and comprehensible terms and shall mention, in a visible box, the deadline for non-renewal.

Where this information has not been sent to the consumer in accordance with the first paragraph, the consumer may terminate the contract free of charge at any time after the renewal date.

Advances made after the last renewal date or, in the case of open-ended contracts, after the date of conversion of the initial contract to a fixed-term contract, shall in this case be reimbursed within 30 days of the date of termination, after deduction of the sums corresponding to the performance of the contract up to that date.

The provisions of this Article shall apply without prejudice to those which by law subject certain contracts to special rules as regards consumer information.

Article L. 215-2 of the Consumer Code: "The provisions of this chapter do not apply to operators of drinking water and sanitation services.

Article L. 215-3 of the Consumer Code: "The provisions of this chapter are also applicable to contracts concluded between professionals and non-professionals.

Article L. 241-3 of the Consumer Code: "Where the trader has not made a refund under the conditions laid down in Article L. 215-1, the sums due shall bear interest at the legal rate.

Article 6 - Description of the Services

6.1. Internal messaging

6.1.1. Contact from the Employer

Employers may contact a Caregiver by internal messaging. After registration, the Employer can send 3 messages to Caregivers free of charge without having subscribed to the Premium Subscription, by clicking on "Contact" on the Caregivers' profile.

Caregivers must take out a Premium Membership if they wish to make more than three (3) contacts with a different Caregiver. As an exception, Employers may contact the Caregivers with the status of childminder on an unlimited basis and free of charge. *(Not applicable for Norway, Finland, Austria, Denmark, Netherlands, Poland and Sweden where Premium subscription is free)*

When making contact with the Assistance Provider, the Employer must fill in a request for a Job, specifying the type of Personal Service desired and the frequency of the Job including the days of the week and the hours.

If the Caregiver accepts the contact from the Employer, the Caregiver may then propose, subject to having subscribed to a Premium Subscription:

- one or more interviews to the Caregiver, specifying the date, time and place of appointment if it is a face-to-face interview;
- a telephone interview. In this case, it is not necessary to indicate a location

The Caregiver may accept or refuse a request for an interview or a request for a reservation from an Employer

6.1.2. Contact by the Caregiver

A Caregiver can contact an Employer via the internal messaging system. When contacting an Employer, the Caregiver is invited to present their motivation and suitability with regard to the Employer's Job advertisement.

The Caregiver may send written messages to an Employer provided that the initial contact has been agreed by both parties.

6.2. Reservation (Job request)

(Not applicable for Norway, Finland, Austria, Denmark, Netherlands, Poland and Sweden where Bookings are not enabled.)

Yoopies is committed to social and societal responsibility, both for the Caregiver and the Employer. In order to prevent undeclared work, which is widespread in the field of hiring home helpers, the Employer commits to booking Caregivers using the online booking feature and not paying their Caregiver outside the platform.

The rates remain negotiable between the Caregiver and the Employer in compliance with the applicable regulations.

The Caregiver registered on the Platform undertakes to always use online booking on the Platform to carry out his or her Jobs and undertakes to not accept any payment for his or her Jobs from Employers outside the Platform. *(Not applicable for Norway, Austria, Finland, Denmark, Netherlands, Poland and Sweden where Bookings are not enabled.)*

Yoopies reserves the right to exclude any User registered on the Platform who does not respect this provision.

The Employer may make a request for a Job without having first sent a message to the Caregiver.

The Employer is free to choose the Caregiver who best meets his or her needs, either by sending him or her a request for a Job directly via the Booking request form. The Employer is also able to select the Caregiver profile following the publication of the Job advertisement on the Platform and send a message.

Yoopies does not advise or guide the Employer in the choice of a Caregiver. The Employer is solely responsible for the selection of the Caregiver he or she contacts and commits themselves to respecting the legislation of their contractual relationship.

Yoopies does not guarantee to the Employer that the Caregiver has the necessary documents to exercise an employed or self-employed activity. Yoopies cannot be held responsible for this.

To book a Caregiver, the Employer fills in a Job form describing the Job he or she wishes to have carried out by a Caregiver. In particular, the Employer provides the following information on the booking reservation form:

- the type of service ;
- the frequency of the Job (occasional Job or regular Job);
- the days of the week and the hours of the Job;
- the start date of the Job ;
- the end date of the Job ;
- a personalised message specifying the needs and providing the essential information for the successful completion of the Job;
- the address of the location of the Job if applicable;
- The "School holidays" filter option allows the exclusion of the school holidays period from a regular Job. If the Caregiver checks this box, the weeks corresponding to the school holidays will be automatically adjusted to zero.

In general, the Employer undertakes to provide all the information and means necessary to enable the Caregiver to carry out the Job and undertakes to pay the Caregiver for the work provided.

The hourly cost displayed on the Platform corresponds to the price for one hour of Job. This price includes the remuneration of Yoopies (cf. Article 8 hereof) for administration costs.

The price of the Job is displayed under "Total to pay" in the booking summary.

In the case of an occasional Job, the price corresponds to the hourly cost multiplied by the number of hours carried out in the framework of the Job.

In the case of a regular Job, the price corresponds to the hourly cost multiplied by the number of monthly hours carried out in the framework of the Job.

The price is presented in euros and includes all taxes, except for the UK in which British Pounds are used and Switzerland in which Francs are used.

Yoopies shall provide a free personalized quote to the Employer in the name and on behalf of the Caregiver when he or she is an 'Auto-entrepreneur' and offers a service or a set of services whose total price is greater than or equal to one hundred (100) euros including VAT

or to the consumer who requests it. (France only)

Employers have the possibility to enter a promotional code that may offer a discount on the hourly cost or free hours of Job. This promotional code must be entered at the time of confirmation of the booking request and/or at the time of booking in the "Promotional Code" box provided for this purpose. The Employer must click on "Apply" in order for the promotional code to be taken into account.

By accepting these terms and conditions, Members acknowledge that promotional codes :

- may not be used for any purpose other than those envisaged in the specific conditions established by Yoopies for each promotional code;
- may not be duplicated, sold or transferred in any way, nor may it be made available to the general public by being posted on a public forum or social network or any other platform or public space, unless expressly authorised by Yoopies;

- may expire before being used and may be deactivated by Yoopies at any time for any reason without any liability on the part of Yoopies.

Yoopies reserves the right to refuse any promotional code and/or to render the order and the use of the promotional codes of a Member invalid in case of erroneous, fraudulent, illegal or contrary to the specific conditions applicable to the promotional codes or to the present.

Furthermore, in this case, Yoopies reserves the right to :

- close the account of the Member who has not complied with the above conditions;
- request reimbursement from Members for promotional codes used for a purpose other than that specified in the specific terms and conditions established by Yoopies or herein.

In order to facilitate the declaration (cf. Article 6.6 hereof) and to offer an approximate evaluation of the real cost of the Job (after obtaining the social and fiscal aid allocated in the field of Personal Services), the booking summary also evaluates the social contributions relating to the Job and the aid to which the Caregiver may be entitled to. (France only)

These aids are estimated in an indicative way, according to the information given by the Caregiver and include in principle (subject to the evolution of the legislation in force, according to which Yoopies does not give any guarantee):

- the number of dependent children in the Employer's household ;
- the age of the Employer's last child;
- the Employer's family situation ;
- the Employer's postal code ;
- the range of the Employer's household tax income in the year preceding the application.

(France only)

This aid includes, but is not limited to, the Complément de Libre Choix de Mode de garde (CMG) paid monthly by the CAF for the care of a child under the age of 6, the tax credit for

personal services and any local aid. (France only)

The effective cost of the Job corresponds to the sum of the price of the Job and the related expenses, minus the aforementioned aid and the tax credit to which the Caregiver may be entitled. (France only)

In the case of an occasional Job, the effective cost is the total effective cost of the Job.

In the case of a regular Job, the effective cost corresponds to the monthly cost of the Job. The effective cost is also related to one hour of the Job.

The amounts of social contributions and aid displayed on the Platform are only an estimation communicated as an indication and have no contractual value. Yoopies cannot be held responsible for them.

Obtaining aid is subject to conditions of which the User is invited to take note, in particular on the websites of the CAF (<https://www.caf.fr/>) and the government (<http://www.entreprises.gouv.fr/services-a-la-personne>). (France only)

If the Caregiver carrying out the Job is a private individual, the Employer will have the status of private individual-employer and will have to declare the salary paid (corresponding to the price of the Job minus the remuneration of Yoopies). *(In Italy, Spain, Portugal, Luxembourg, Belgium, Switzerland, UK and Germany the Employer is responsible for declaring their Caregiver to the corresponding administrative body)*

Employers can declare their Caregiver via the websites Pajemploi or Cesu. Pajemploi or Cesu will calculate and deduct the related social contributions from the Caregiver's bank account and will establish the tax certificate allowing the Caregiver to benefit from a 50% tax credit, within the limit of the ceiling defined by the General Tax Code. To facilitate the declaration (cf. Article 6.6. hereof), a summary is sent to the Caregiver every month by email. *(France only)*

In this case, the Caregiver is considered to be the employer of the Worker. In this capacity, the User is subject to various obligations resulting in particular from the Labour Code, the Social Security Code and the National Collective Agreement for employees of private individuals as employers.

If the Caregiver carrying out the Job has the status of a self-employed person, the Employer is considered as the Caregiver's client. In this capacity, the Caregiver concludes a service contract with the Employer.

Each month, Yoopies establishes electronic invoices for home services on behalf of and in the name of the Caregiver for the Employer by virtue of the billing mandate signed between Yoopies and the Caregiver.

The Platform itself does not provide home services, but acts as an intermediary to put Members in touch with each other.

To reserve a Caregiver for a recurring Job, the Employer must be a Premium Member and must remain so throughout the Job (cf. Article 5 hereof).

The present document does not constitute legal advice which only legal professionals are

entitled to give.

6.3. Terms of payment of the price of the Job

(Not applicable for Norway, Austria, Finland, Denmark, Netherlands, Poland and Sweden where Bookings are not enabled.)

When requesting a Job for the first time, the Employer must register his or her bank card details on which a pre-authorisation request will be made to his bank for the sums incurred in the context of the Services (hereinafter the "Payment Committed"), namely :

- the total price of the Job in the case of an occasional Job;
- the monthly price of the Job in the case of a regular Job.

Only MasterCard, Visa and Carte Bleue are accepted.

The Employer's bank details will be collected by Yoopies' payment provider (hereinafter referred to as "MangoPay") and will be securely stored for the duration of their registration on the Platform for payments of Jobs carried out by Caregivers.

The committed amount will only be debited if the Caregiver accepts the Job. The transaction is concluded between the Caregiver and the Caregiver. The online payment is secure.

If, within forty-eight (48) hours after the end of the Job, the Employer refuses to proceed to the payment of the Caregiver, if an error occurs in the course of the transaction or, more generally, if the Caregiver is not paid, Yoopies will automate the payment of the Caregiver for the Job.

In accordance with article 1346 of the Civil Code, Yoopies is then subrogated in the rights of the Caregiver and proceeds to process the payment owed to the Caregiver for the completion of the Job. The Employer has a period of eight (8) days from the date of payment by Yoopies to regularize the reimbursement.

If it turns out, in this context, that the Caregiver had not carried out or had only partially carried out the Job, the Caregiver is obliged to refund the sums unduly collected to Yoopies, in application of the provisions of article 1302-1 of the Civil Code, within eight (8) days from the payment by Yoopies. The Employer remains bound to reimburse Yoopies the sums corresponding to the Job partially carried out by the Caregiver, if applicable.

Yoopies reserves the right to suspend the account of the Employer and/or Caregiver(s) concerned until the payment is fully settled in accordance with the conditions set forth in article 9.3. of the present Terms and Conditions.

6.4. Adjustment and validation of the implementation of a Job

(Not applicable for Norway, Austria, Finland, Denmark, Netherlands, Poland and Sweden where Bookings are not enabled.)

At the end of each Job, in the case of an occasional Job, or in the case of a regular Job, the Employer must confirm the duration of the Job actually carried out by the Caregiver, adjusting it if necessary.

The Employer has 48 hours from the date of the adjustment email to validate or adjust the Job duration actually carried out. With no action on the part of the Employer, the duration initially booked will be automatically validated and the sums corresponding to the Job will be automatically debited from the Employer's account and cashed via their "Caregiver eWallet" opened with MangoPay.

In the event of an adjustment to the hours worked by the Caregiver, the new duration entered will be validated and the sums corresponding to the price of the Job will be deducted from the Caregiver's bank account and debited from the Employer's E-wallet, in accordance with the following procedures:

- If the actual duration of the Job is greater than that initially planned, the price of the Job will correspond to the hourly cost multiplied by the duration initially planned in the booking request, to which will be added the additional hours worked;
- If the actual duration of the Job is less than that initially planned, the price of the Job will correspond to the hourly cost multiplied by the duration initially planned in the Job form, minus the number of hours not carried out by the Caregiver

After a certain period of time, and in the absence of manual adjustment by the Employer, the duration initially selected will be automatically validated and the sums corresponding to the price of the Job will be debited from the Employer's bank account via the Employer's E-wallet.

In the event of disagreement between the Caregiver and the Employer, the price of the Job as initially fixed at the time of the booking will remain unchanged and the Caregiver will be paid at the price of the Job initially agreed in the Job form.

The payment committed (cf. Article 8 hereof) shall subsequently be transferred to the Caregiver's E-wallet (hereinafter the "Caregiver E-wallet") opened with MangoPay.

The sums paid into the Caregiver E-wallet shall be transferred by bank transfer to the Caregiver's bank account, the details of which have been previously provided by the Caregiver when creating his/her Member account. This transfer will be made :

- for occasional Jobs: within 48 hours of the completion of the Job, after confirmation of the hours worked by the Employer;
- for regular Jobs: monthly, after confirmation of the hours worked from the 25th of each month by the Caregiver.

The amounts paid to the Contributors may be subject to delays, outside the control of Yoopies.

In the event that the Caregiver has not provided valid bank details from his or her Member Account, Yoopies shall keep the sums due to the Caregiver on the Caregiver E-wallet until the situation is regularized.

Yoopies shall notify the Caregiver by e-mail that payments are pending and that it is up to the Caregiver to provide valid or new bank account details, it being understood that the amounts due to the Caregiver cannot be claimed after a period of five years.

By accepting the Job, the Caregiver undertakes to register his bank details in his Member account in order to receive the price of the Job.

The Caregiver acknowledges that the IBANs of "Financière des paiements électroniques" and "Carrefour Banques" are not accepted by Yoopies. (France only)

6.5. Suspension and cancellation of a Job

(Not applicable for Norway, Austria Finland, Denmark, Netherlands, Poland and Sweden where Bookings are not enabled.)

6.5.1. Pausing and cancellation of a Job by the Employer

A deposit of ten (10) euros will be withheld from the Employer's E-wallet and/or deducted from the Employer's bank account in the event that the Caregiver has accepted a booking request for a Job more than 5 hours before the start of the Job and that the Employer cancels the Job less than 24 hours before its start.

As an exception, no deposit will be withheld in the event of cancellation due to force majeure.

In the event of pausing regular Jobs, the Employer shall contact the Caregiver directly to inform him of the pause, without having to cancel the Job. He or she may adjust the number of hours worked to zero.

In case of definitive cancellation of a regular Job, the Employer is prompted to review the quality of the Caregiver's Job and confirm the definitive ending of the Job. The Employer has the possibility to adjust the regular Job under the conditions described in article 6.4.

6.5.2. Suspension and cancellation by the Caregiver

The Caregiver may cancel a Job, without charge and without any possibility of compensation for the Employer.

In case of pausing a regular Job, the Caregiver will contact the Employer directly to inform him or her, without the need to cancel the Job. The Employer may adjust the number of hours worked at a later date.

Yoopies reserves the right to close a Member's account in case of too frequent pauses.

6.6. Declaration of hours worked by Caregiver

(France only)

In order to facilitate the administrative procedures on the Pajemploi and Cesu websites, Yoopies proposes to make, in the name and on behalf of the Employer, the declaration of the remuneration of his/her salaried worker(s) for Personal Services to the Urssaf (hereinafter the "Declaration") each month.

In order to do so, Yoopies proposes to the Employer to sign a third party declaration mandate with Yoopies in order to give, in its capacity as agent, to carry out on his or her behalf the Declaration of its Employee(s) to Pajemploi or Cesu under the conditions set out in the mandate contract transmitted to the User at the time of registration for reading and

signature.

In order for Yoopies to be able to execute the said Services, the Employer must enter his or her Pajemploi or Cesu identifiers on his account. Otherwise, no Declaration can be made on behalf of the Employer.

Yoopies shall not be held liable in case of erroneous information entered on the Platform and which would lead to a false Declaration to Pajemploi or Cesu and in particular in case of Declaration automatically validated by Yoopies in the absence of validation of the above-mentioned summary by the Caregiver.

Article 7 - Reviewing the quality of a Job

Once a Job has been completed by the Caregiver, the Employer is invited to leave a comment on the quality of the Job carried out by the Caregiver and to give it a grade.

The ratings and notes left by Employers are visible to other Users on the Provider's profile.

Yoopies reserves the right to remove the comment and rating of a Caregiver that is not accurate, particularly due to the age of the review, or because of changes in ratings given by new Caregivers.

The Caregivers accept that their Jobs are subject, if necessary, to a rating by the Employers, the aim being to attest to a certain level of professionalism and competence of the Caregivers.

The rating consists of awarding a grade based on the following criteria: punctuality; seriousness; professionalism; quality of work. On the other hand, the rating cannot contain discriminatory, defamatory, insulting, obscene, vulgar, offensive, aggressive, inappropriate, violent, threatening, harassing, racist, xenophobic, sexually oriented, inciting to hatred, violence, encouraging the activities or use of illegal substances or, more generally, contrary to the purposes of the Platform, likely to infringe on the rights of Yoopies or a third party, or contrary to good morals

The ratings range from 1 to 5 stars. The sum of these ratings gives an overall rating also ranging from 1 to 5 stars.

Once the Caregiver has received at least one rating, the average rating ranging from 1 to 5 stars will be posted on the Caregiver's profile. A new average will be established for each new rating.

The individual grade given by the Employer to a Caregiver may be disclosed to the Caregiver at his or her request. The Caregiver may respond from his or her account to the assessment by virtue of his or her right of reply.

Yoopies reserves the right to delete ratings according to their age and changes of the ratings given by Employers

Article 8 - Remuneration of Yoopies

In return for the Services provided to the Members, Yoopies receives the price of the Premium Subscriptions as well as a booking fee on the price of the Jobs.

The price of Premium Subscriptions is defined according to the duration of the subscription and Yoopies platform country. All prices include VAT.

Spain	One (1) month: 14,90€ Three (3) months: 39,00€ One (1) year: 108,00€
Italy	One (1) month: 19,99€ Three (3) months: 39,00€ 1 year: 108,00€
Portugal	One (1) month: 9,90€ Three (3) months: 24,00€ One (1) year: 72,00€
Sweden	Free
Finland	Free
Denmark	Free
Germany	One (1) month: 24,90€ Three (3) months: 60,00€ One (1) year: 156,00€
Austria	Free
Norway	Free
France	One (1) month: €24.90 Three (3) months: 57.00 One (1) year €156.00
Lithuania	One (1) months: 14,90€ Three (3) months: 35,70€ One (1) year: 106,80€
Poland	Free
Netherlands	Free
Belgium	One (1) month : 24,90€ Three (3) months : 60 € One (1) year : 156€
Luxembourg	One (1) month : 24,90€ Three (3) months : 60 € One (1) year : 156€

UK	One (1) month: £29.90 Three (3) months: £60.00 One (1) year: £156.00
Switzerland	One (1)month : 49 CH Three (3) months : 117 CH One (1) year : 300 CH

Yoopies reserves the right, at its own discretion, to offer promotional offers.

The amount of booking fee is calculated as follows:

(Not applicable for Norway, Finland, Austria, Denmark, Netherlands, Poland and Sweden where Bookings are not enabled.)

Spain	Hiring of a private individual: the amount of the booking fee for childcare, tutoring, housekeeping, elderly care is fixed at € 0.20 per hour; except 2.4€/h for Housekeeping and 1€/day, walks or visits also Petcare.
Italy	Hiring of a private individual: the amount of the booking fee for childcare, tutoring, housekeeping is fixed at € 0.20 per hour, for emergency, 31 december and after 30h 0€/h. No commissions for other services as booking is not enabled.
Portugal	Hiring of a private individual: the amount of the booking fee for childcare is fixed at € 0.20 per hour, for emergency, 31 december and after 30h. No commissions for other services as booking not enabled
Germany	Hiring of a private individual: the amount of the booking fee for childcare is fixed at € 1.00 per hour, for emergency, 31 december and after 30h.

	No commissions for other services as booking not enabled
France	<p>Hiring of a private individual: the amount of the booking fee is fixed at €1.00 per hour below 30 hours of service provided by the Caregiver per week, and €0.50 if 30 hours or more are provided by the Caregiver in the same week;</p> <p>If the Caregiver uses a self-employed Caregiver: the amount of the booking fee is €1.12 per hour;</p>
Lithuania	<p>Hiring of a private individual: the amount of the booking fee for childcare is fixed at € 0.30 per hour, for emergency, 31 december and 0.2€/h after 30h.</p> <p>No commissions for other services as booking is not enabled.</p>
Belgium	<p>Hiring of a private individual: the amount of the booking fee for childcare is fixed at € 1.00 per hour, for emergency, 31 december and 0.5€/h after 30h.</p> <p>No commissions for other services as booking is not enabled.</p>
Luxembourg	<p>Hiring of a private individual: the amount of the booking fee for childcare is fixed at € 1.00 per hour, for emergency, 31 december and 0.5€/h after 30h.</p> <p>No commissions for other services as booking is not enabled.</p>
UK	Hiring of a private individual: the amount of the booking fee for childcare is fixed at € 1.00 per hour, for emergency, 31 december

	<p>and 0.5€/h after 30h.</p> <p>No commissions for other services as booking is not enabled.</p>
Switzerland	<p>Hiring of a private individual: the amount of the booking fee for childcare is fixed at 1.00 CHF per hour, for emergency, 31 december and 0.5 CHF/h after 30h.</p> <p>No commissions for other services as booking is not enabled.</p>

The booking fees may increase or decrease at any time. Members will be informed the date of entry into force of the new amounts thirty (30) days before they go online.

The new amounts will apply to any Job for which the booking request has been created after the new amount is live, and to any Subscription subscribed after their entry into force.

Employers acknowledge and accept that it is their responsibility to be aware of the amount of booking fees applicable on the date they book a caregiver or the amounts applicable on the date they subscribe to a Subscription.

Article 9 - Financial transactions

(Not applicable for Norway, Finland, Denmark, Netherlands, Poland Sweden and Austria where Premium is free of charge)

9.1. Transactions and Premium Memberships

Yoopies has chosen to use Payline and Stripe for all the electronic payment services for Premium Memberships.

By using the credit card or Paypal payment system (only for Caregivers) during the Jobs proposed on the Yoopies Platform, the Members accept the special terms and conditions of Payline available here and the special terms and conditions of Stripe are available [here](#).

9.2 Transactions and payment of Jobs.

Yoopies has chosen to use Leetchi Corp. S.A. through the MangoPay solution for all the electronic payment services by bank card for the payment of the Jobs.

Yoopies therefore allows its Members to become holders of electronic money in their E-wallet accounts. By using the credit card payment system during the Jobs offered on the Yoopies Website, Members accept the general terms and conditions of use of the MANGOPAY Leetchi e-money available [here](#).

9.3. Defaults in payment

Any non-payment of sums due to Yoopies shall give rise to the sending of an email to the Member concerned asking him/her to regularize the payment without delay by means of the Yoopies bank account statement attached to the email.

Yoopies may also send reminder emails and letters of formal notice to the Member.

If the payment is not made, Yoopies reserves the right to suspend the account of the Member concerned until the payment is made in full, resulting in the cancellation of any current or future reservations, without Yoopies being held responsible for this.

Any questions or complaints regarding a difficulty or default in payment can be sent directly to one of the following addresses: servicerecouvrement@worklife.io or contact@yooopies.fr

Article 10 - Right of withdrawal

(Not applicable for Norway, Austria Finland, Denmark, Netherlands, Poland and Sweden where Premium is free of charge)

In accordance with the provisions of [Article L. 221-18 of the Consumer Code](#), the User may exercise his or her right of withdrawal within fourteen (14) days of the conclusion of the sales contract, in the event that the contract has not been executed before the end of this withdrawal period.

The contract shall be deemed to have been performed in the following cases:

- exchange of messages between Members;
- contacting or requesting an interview with a Caregiver or Employer or other request
- booking a Job ;
- carrying out a Job ;
- retrieval of at least one telephone number of an Employer or Caregiver ;
- use by the Employer of the credit offered at the time of purchase of his or her Premium Subscription;
- contact by email or telephone with the Yoopies customer or legal support service, except in the case where his request concerns the exercise of his right of withdrawal;
- Request for Verification of the Caregiver Profile.

To exercise this right of withdrawal, you should send a letter or an e-mail clearly expressing your wish to exercise this right of withdrawal and mentioning the details of the contract. You can also use the following template provided:

"Madam, Sir,

[Clearly state your full name, registration email and address].

I hereby exercise my right of withdrawal from the contract concluded on [date of subscription] with Yoopies and concerning my Premium subscription.

This request should be addressed to :

- either by written letter to the following address Yoopies 17 rue Froment - 75011 Paris;

- or by email to the following address: abonnement@yoopies.fr.

In accordance with the provisions of [Article L. 221-28, 1°, of the Consumer Code](#), the User expressly waives the right to exercise his right of withdrawal in all cases where the contract

has been executed before the end of the withdrawal period, in accordance with the cases mentioned above.

Article 11 - Role and responsibility

11.1. Role and responsibility of Users

The User is obliged to :

- not to use the Platform for purposes other than those defined in these TOS;
- not to disclose on his profile personal information that would allow other Users to contact him without using the Services offered by Yoopies;
- not to post, indicate, or disseminate in any form whatsoever information or content that has the effect of diminishing, disorganizing, or preventing the normal use of the Services, or interrupting and/or slowing down the normal flow of communications between the Users through the Services, such as software, viruses, logic bombs, mass sending of messages, etc. Yoopies reserves the right to delete messages sent in bulk by a User in order to preserve the normal quality of use of the Service for other Users;
- not to post, indicate or disseminate in any form whatsoever, not to make any comments, not to behave in any way that is discriminatory, defamatory, insulting, obscene, pornographic, vulgar, offensive, aggressive, inappropriate, violent, threatening, harassing, racist, xenophobic, with sexual connotations, inciting hatred, violence, encouraging activities or the use of illegal substances or, more generally, contrary to the purposes of the Platform, likely to infringe the rights of Yoopies or a third party or contrary to good morals;
- not to post, indicate or disseminate in any form whatsoever information or content with links to third-party websites whose activity is illegal, contrary to good morals and/or not in line with the purpose of Yoopies.

11.2. Role and responsibility of Yoopies

Yoopies and the Members are independent parties, each acting in their own name and for their own account.

Yoopies does not conclude any contract in the name of and/or on behalf of an Employer or a Caregiver. Members contract directly with each other through the Platform.

As Yoopies is not a party to the contracts concluded between the Users, Yoopies cannot be held responsible for any difficulties that may arise during the conclusion or execution of the contracts concluded between the Users, nor can it be a party to any possible litigation between them, due to guarantees, declarations or obligations of any kind to which the Users are bound.

Consequently, Yoopies can in no way be considered as an employer of a Caregiver.

Yoopies shall not be held responsible for the quality or the conformity of the Job carried out by the Caregiver

Yoopies declines all responsibility for any incidents or accidents that may occur during a Job. More generally, Yoopies cannot be held responsible for any damage of any kind (personal, physical, material, financial or other) that may occur during a Job. No claim will be accepted in this respect.

Yoopies undertakes to provide the Services with diligence, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Users expressly acknowledge and accept. The responsibility of Yoopies is exclusively limited to the provision of the Services according to the terms and conditions described herein.

Yoopies is not responsible for the content of third parties. Any complaints should be directed first to the author of the content in question.

The contents that would be harmful to a person whatever it is, can be the object of a notification to Yoopies according to the modalities foreseen in the [article 6-I-5 of the law n° 2004-575 of June 21, 2004 for the confidence in the digital economy](#), the Company reserving the right to take the measures described in the articles 11 and 12.

Article 12 - Penalties for non-compliance

In case of breach of any of the provisions hereof, or more generally, breach of laws and regulations by the User, Yoopies reserves the right to :

- suspend, delete or prevent access to the Platform of the Member who is the author of the breach or infringement, or who has participated in it;
- remove all or part of any content related to the breach or infringement in question;
- take all appropriate measures and initiate any legal action;
- if necessary, notify the competent authorities, cooperate with them and provide them with all information relevant to the investigation and prosecution of illegal or unlawful activities.

Article 13 - Suspension and termination

13.1. Suspension of an advertisement

Each Member may suspend the publication of an advert published on its account allowing it to be put in contact with other Members of the Platform.

The suspension is temporary and the Member may reactivate it at any time.

13.2 Termination of the Member account

13.2.1. Caregiver's account

Each Caregiver can terminate his or her registration on Yoopies at any time by requesting the closure of his or her account without any reason and without any costs.

Caregivers can send their request or go to their profile in the "My account" section, by clicking on "Delete my account." Following this action, the Caregiver profile will no longer appear in the search list.

In order to close an account, no Job must be in progress. A Caregiver who wishes to close his or her account while a Job is in progress, must first cancel it.

For Caregivers with a Premium Membership in force on the day of the termination request, this request does not entail the reimbursement of the period remaining until the end of the Premium Membership.

13.2.2. Employer's account

Any Employer can terminate his or her registration on Yoopies at any time by requesting the closure of his or her account without any reason and without any costs. To terminate a Premium subscription, the Employer must go to his or her profile and select the section "My Account", scroll down to the Premium tab, click on "Cancel" and follow the guided procedure. He or she will receive a confirmation email.

After this action, the User's profile will no longer appear in the search list.

If the Employer has one or more Jobs in progress, he/she must cancel them beforehand.

If the Employer has subscribed to a Premium Subscription whose renewal has not been stopped, he/she must stop the renewal of his/her Premium Subscription

13.2.3. General provisions

Without prejudice to the other provisions hereof, in case of serious breach by the Member, Yoopies may terminate the Member's account without notice or formal notice.

This termination will take place without prejudice to any damages that could be claimed by Yoopies from the Member or his legal representatives in compensation for possible prejudice suffered by Yoopies due to such breaches.

Article 14 - Intellectual property

14.1 Content distributed by Yoopies

All the elements (drawings, images, texts, logo) constituting the Yoopies.com website are the exclusive property of Yoopies.

In general, the User is granted a personal, non-exclusive and non-transferable right to

access and use Yoopies, any other right being expressly excluded without the prior written consent of Yoopies.

The Yoopies brand and the Yoopies.com domain names are and remain the exclusive property of Yoopies.

14.2. Content disseminated by the User

Yoopies benefits from a license to use the intellectual property rights attached to the Content provided by the Users for the purpose of distribution on the Yoopies websites.

The User expressly authorizes Yoopies to modify the said Contents in order to respect the graphic charter of the Yoopies website and/or to make them compatible with its technical performances or the formats of the concerned media.

Users grant a worldwide, non-exclusive licence to use the information and/or data provided. The Users are exclusively responsible for the content of the information and/or data. Yoopies reserves the right to remove any content that is reported to be illegal, infringing on intellectual property rights or contrary to common decency.

The User, when uploading information to the site, can restrict or forbid the use of the information put online on the Platform by notifying Yoopies at the email address contact@yooopies.fr.

Article 15 - Completeness

In the event that one of the provisions of these General Terms and Conditions should become null and void due to a change in legislation or a court decision, this shall in no way affect the validity of and compliance with the other clauses of these General Terms and Conditions.

Article 16 - Applicable law - jurisdiction - alternative dispute resolution

The present General Conditions are governed by French law.

In accordance with [article L. 612-1 of the Consumer Code](#), in case of disagreement between Yoopies and the User, and when this disagreement could not be settled by a prior written complaint directly to the Yoopies customer service via the address contact@yooopies.fr, the User may have recourse to a consumer mediator free of charge in order to amicably resolve the dispute which opposes him/her to Yoopies within a period of less than one year from the date of his/her written complaint to Yoopies.

Yoopies has designated SAS Médiation Solution as a consumer mediation entity by membership registered under number CS0001346/2007.

In order to refer a matter to the Ombudsman, the consumer must formulate his request:

- or in writing to : Sas Médiation Solution, 222 chemin de la bergerie, 01800 - Saint Jean de Niost / Tel : 04 82 53 93 06 ;
- or by e-mail to: contact@sasmediationsolution-conso.fr ;

- by filling in the online form entitled "Referring a matter to the Ombudsman" on the website <https://www.sasmediationsolution-conso.fr>

Any disagreement or dispute which cannot be settled amicably shall be subject either, under the Code of Civil Procedure, to the jurisdiction of the place where the defendant resides, or of the place of performance of the service, or, under the Consumer Code, to the jurisdiction of the place where the plaintiff resided at the time of the conclusion of the contract, unless rules of public policy confer jurisdiction on other courts.

The General Terms and Conditions of Use of the Yoopies Platform and Pet Sitting Services.

Last update date: 3 January 2022

Legal information

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Background

The present general conditions of use and sale of the services of the website Yoopies.co.uk

(hereinafter the "General Conditions of Use" or "GCU") aim at defining the conditions of access and use of the Platform and of the online services proposed by the company Worklife (hereinafter the "Company" or "Yoopies"), publisher of the websites Yoopies and at specifying the framework of the relations between the Members and the Platform within the framework of the provision of Pet Sitting.

The Yoopies website is available in:

- France: yoopies.fr
- Belgium: yoopies.be
- Switzerland: yoopies.ch
- Luxembourg: yoopies.lu
- UK: yoopies.co.uk
- Sweden: yoopies.se
- Finland: yoopies.fi
- Germany: yoopies.de
- Austria: yoopies.at
- Lithuania: yoopies.lt
- Poland: yoopies.pl
- Norway: yoopies.no
- Netherlands: yoopies.nl
- Spain: yoopies.es
- Portugal: yoopies.pt
- Italy: yoopies.it
- Denmark: yoopies.dk

Each website has an English version, by adding [en.yoopies.\(country code\)](https://en.yoopies.(country code))

The User can also access the Services offered by Yoopies in other countries by clicking on the corresponding flags on the Yoopies.com website.

It is hereby reminded that the present document does not constitute legal advice which only legal professionals are entitled to give.

Article 1 - Definitions

In these Terms and Conditions of Use, words or expressions beginning with a capital letter, whether in the singular or plural, shall have the meaning set out below:

"Premium Subscription": means a paid package giving access to the paid Services of Yoopies for a limited period of time, tacitly renewable for a period equivalent to that initially chosen; (*excludes yoopies.se, yoopies.fi, yoopies.dk, yoopies.nl, yoopies.pl, yoopies.at, yoopies.no*)

"Help with Administrative Procedures": assistance provided by Yoopies in carrying out the administrative formalities undertaken by the Provider and/or the Caregiver in order to perform the personal services offered via the Platform;

"Content": refers to any statement, message or information of any kind (texts, images, videos, photographs, comments, trademarks, company names, etc.) posted online by a Member;

"Caregiver": refers to the Member, a natural person, wishing to call upon the services of an Caregiver via the Platform;

"Data" or "Personal Data": means personal data that can be used to identify the User;

The "Caregiver": refers to the Member registered on Yoopies ready to carry out the Job requested by the Employer or offering Personal Services to Employers. The Caregiver can be a private individual or a professional working in his or her own name.

Caregivers who have the status of "auto-entrepreneur" and an approval or a declaration (hereinafter "Declaration Personal Services") authorizing them to provide services at home are given the status of "Auto-entrepreneur" on their Yoopies profile. *(Applicable to yoopies.fr only)*

The Caregiver may be involved in childcare (baby-sitter, nanny, childminder), cleaning, tutoring, pet-sitting or assistance to dependent relatives;

"Member": means the Caregiver or the Employer registered on the Yoopies Platform;

"Job": means the service entrusted by the Employer to the Caregiver;

"Platform" means the Yoopies website accessible online at <https://yoopies.com>;

"Services": refers to all the free or paying services offered by the Platform;

"Pet Sitting Services": means the pet sitting services offered on the Platform by the Providers;

"User": means any person using the Platform, whether a visitor or a Member;

"Verification": means the option proposed by Yoopies and chosen by the Caregiver to certify the truthfulness of the information provided on his/her profile (identity document, residence permit, diplomas and similar).

Article 2 - Purpose of the activity of Yoopies

Yoopies offers the following services:

- Yoopies puts at the disposal of the Employers and the Caregivers technical tools and means allowing them to get in touch via the Platform;
- Yoopies hosts the requests and Job offers and more generally any content generated by the Caregivers and Employers on the Platform;
- Yoopies allows the Users to manage the organization of the Missions and their payment, according to the terms and conditions defined herein.

In this respect, Yoopies connects Caregivers offering Pet-Sitting Services to Employers

i.e. pet-sitter profiles offering to private individuals pet-walking and/or pet-sitting at home.

It is already underlined that the obligations of Yoopies are limited to the implementation of means allowing the Caregivers and Employers to get in touch.

Article 3 - Acceptance of the General Conditions of Use

The use of the Yoopies website is subject to the present Terms of Use. By using the Yoopies website for the services mentioned in article 2, the Users acknowledge that they have read, understood and accepted without reservation the present Terms of Use. Similarly, by using the Yoopies website, the Users acknowledge that they have accepted the privacy and personal data protection policy (hereinafter the "Privacy Policy") which can be consulted at any time on its website.

Yoopies may at any time modify and update the present Terms of Use and Privacy Policy. The General Terms and Conditions and the Privacy Policy in force at the time of the use of the Yoopies website are the ones that are opposable to the User.

The user is advised to keep himself/herself regularly informed about the current Terms of Use. The current version of the Terms of Use and the Privacy and Data Protection Policy can be found at any time on the Yoopies website, at the bottom of the page.

Article 4 - Access to and use of the Platform

4.1. Access to the Platform

The Platform is accessible 24 hours a day, 7 days a week.

However, Yoopies reserves the right, without prior notice or compensation, to temporarily suspend the Platform or the access to the remote Services, in particular to carry out an update, maintenance operations or modifications on the servers.

Yoopies reserves the right to add to or change the Platform and the Services available on it at any time.

In case of temporary or prolonged unavailability of the Platform, in particular in case of occurrence of "bugs" or in case of definitive closure of the latter, Yoopies cannot be held responsible for any damage that may occur, other than those directly resulting from the non-performance of its obligations listed herein.

Yoopies does not guarantee that the Platform will function without interruption and that the servers providing access to it and/or the third party sites to which hyperlinks appear are free of viruses.

Yoopies shall not be liable if one or more Users are unable to connect to the Platform due to a technical defect or any other problem.

The Platform brings together Employers who are registered on the Platform in order to be put in contact with Caregivers. They propose to pay the Caregivers for the completion of Pet sitting jobs.

Access to the Platform for Employers is reserved for any natural person who has full legal capacity to enter into commitments under these General Terms of Use, within the framework of their own personal services needs and not for the purpose of reselling, renting or exchanging Services for the benefit of third parties, within the framework of a professional or occasional activity.

Caregivers offer Personal Service Jobs. Access to the Platform for Caregivers is reserved for :

The Platform brings together :

-Employers, registered on the Platform in order to be put in contact with Caregivers. They propose to pay the Caregivers for Pet Sitting Services. Access to the Platform is reserved for any natural person with full legal capacity to commit to these General Conditions, within the framework of their own Pet Sitting Service needs and not for the purpose of resale, rental or exchange of Services for the benefit of third parties, within the framework of a professional or occasional activity;

- the Caregivers, who offer a Pet Sitting Service, is a person over 16 years, has a work permit in their country of residence, a Civil Liability insurance and justifying of a criminal record.

The Caregivers and the Employers must be a legal resident of the country to register and use the yoopies.com Platform. If they do not, Yoopies will automatically or manually suspend their account, without being held responsible for this.

It is forbidden to any legal entity, and to any natural person acting on behalf of a legal entity, to register on the Platform as a Caregiver without prior written authorization from Yoopies, to contact the Employers to retrieve partially or totally the database of the Website, or to use the Website.

Yoopies reserves the right to exclude any User registered on the Platform and to initiate any legal action if it considers itself to be a victim of any prejudice whatsoever due to such actions, and in particular in the event of use of its database for commercial purposes or canvassing (canvassing and/or collection of information on the users of Yoopies, use of the contact details of the Caregivers, abusive advertising, etc.).

Employers and Caregivers registered on the Platform are together referred to as "Members".

Yoopies acts as an intermediary body, bringing together Employers and Caregivers

4.2 Registration on the Platform

The use of the Services requires the User to register on the Platform, by filling in the form available online on the Platform. The User must fill in all the information indicated as mandatory to register. This information must be exact, up to date and truthful and be updated regularly by the Member from their account.

The Member must indicate a valid e-mail address that will allow him/her to confirm his/her registration and a telephone number from which he/she can be reached.

When the e-mail address allows the creation of multiple aliases (e-mail address such as

gmx.fr or gmx.com), Yoopies can, without engaging its responsibility, manually or automatically suspend the account associated with the said email address.

This action aims to prevent any fraud or scamming using this type of email address on the Platform. The account can be unblocked upon request of the Member after verification by Yoopies services, at the following email addresses by country:

Spain	contacto@yooopies.es
Italy	contatto@yooopies.it
Portugal	contato@yooopies.pt
Sweden	contact@yooopies.com
Finland	contact@yooopies.com
Denmark	contact@yooopies.com
Germany	kontakt@yooopies.de
Austria	contact@yooopies.com
Norway	contact@yooopies.com
France	contact@yooopies.fr
Lithuania	info@yooopies.lt
Poland	contact@yooopies.com
Netherlands	contact@yooopies.com
Belgium	contact@yooopies.be
Luxembourg	contact@yooopies.com
UK	contact@yooopies.co.uk
Switzerland	contact@yooopies.ch

Yoopies reserves the right to accept or refuse any registration in case of non-compliance with these terms.

The Member undertakes to use the Platform personally and not to allow any third party to have access to it in his/her place or on his/her behalf. The Member undertakes to create only one account.

The Member undertakes to maintain the confidentiality of its login and password. Any Job carried out with the Member's login and password shall be deemed to be carried out by the Member, and the Member shall therefore be solely responsible for it.

4.2.1. Provisions specific to Intervenorors

(i) Verification of Caregiver profiles

In order to guarantee the truthfulness of the information transmitted by the Caregivers who carry out Pet Sitting Jobs, Yoopies offers a system of Verification of the profiles (the "Verified Caregivers").

Profile Verification consists in checking the identity, contact details and possible diplomas of Caregivers, it being specified that Yoopies cannot guarantee the veracity of the personal information provided by the Caregivers, according to the following modalities:

- Regarding identity: the Caregiver electronically transmits a copy of his/her identity document (identity card, passport, permit and valid residence permit for residents outside the European Union). Yoopies checks that the surname, first name and age transmitted during the registration on the Platform match;
- With regard to diplomas: when a Caregiver indicates that he/she has a diploma of any kind, he/she electronically transmits a copy of it. Yoopies checks that the diploma was issued to the name and surname provided at the time of registration of the Caregiver.

The Profile Check is not automatic, and only the Caregiver may request it. Caregivers wishing to benefit from the Profile Checking system must pay the following charge to cover the costs associated with this Checking, depending on the country of residence:

Spain	4€
Italy	4€
Portugal	3€
Sweden	Free
Finland	Free
Denmark	Free
Germany	Free
Austria	Free
Norway	Free
France	4€

Lithuania	5€
Poland	Free
Netherlands	Free
Belgium	4€
Luxembourg	4€
UK	£4
Switzerland	CHF 8

This amount includes VAT.

A one-week Premium Subscription, which auto-renews without cancellation from the Caregiver, is offered to Caregivers with a Verification, as specified in article 5.1.

4.2.2. Caregiver-specific provisions

Caregivers can post an ad describing the Pet Sitting Job tasks they are willing to carry out

By posting an ad, the Caregivers agree that Yoopies will relay this ad to its partners, in order to maximize their chances of finding a person corresponding to their expectations. Only the content of the ad is automatically relayed and published on the website of the said Yoopies partners. The identity of the Caregivers remains confidential and not apparent on the advertiser's website.

In order to get in touch with the Caregivers, any person interested in the advertisement displayed on the partner's website will be automatically redirected to the Yoopies Platform, with the obligation to register in order to get in touch with the Caregivers.

Article 5 - Conditions of access to the Services

Access and registration to the Platform is free of charge.

Employers can contact free of charge via the internal messaging system Caregivers who have published an ad.

Employers can consult the availability of Caregivers

Furthermore, in addition to registration, Members may choose to take out a Premium Subscription to become a "Premium Member", it being specified that the three formulas offered are subject to a fee (*excluding Netherlands, Austria, Poland, Finland, Sweden, Denmark and Norway in which Premium is free of charge.*)

Employers who have not subscribed to a Premium Membership can still book Caregivers if the Caregiver is an "Auto-Entrepreneur" and can use administrative automation of declarations, however the Employer will be charged 24,90 euros a month. (*France only*)

5.1. Premium subscription offered to Caregivers

The Verification gives Caregivers the possibility to subscribe to a Premium Subscription

(hereinafter referred to as "Premium Caregivers") offered in a monthly formula depending on the country of residence:

Spain	5€
Italy	5€
Portugal	3€
Sweden	Free
Finland	Free
Denmark	Free
Germany	Free
Austria	Free
Norway	Free
France	7€
Lithuania	7€
Poland	Free
Netherlands	Free
Belgium	7€
Luxembourg	7€
UK	£9
Switzerland	CHF 7

- Premium Caregiver advertisements appear at the top of the results in a search performed by default by Employers;
- After sending an initial message, Premium Caregivers have access to the telephone numbers of the Employers who have previously agreed to communicate with them.

The Premium Subscription is renewed every month. The monthly Premium Subscription is automatically renewed at the end of the Premium Subscription week offered at the time of Verification (see Article 5.2 hereof).

It is possible to stop the automatic renewal of the Premium Subscription at any time by

clicking on the "Stop automatic renewal" button in the "My Account" section, "Premium"

section, "Options" section.

The Caregiver is informed of the automatic renewal of the Premium Subscription at the time of payment of the Premium Subscription and/or the Verification. The information is given on the page dedicated to the Premium Subscription before proceeding with the payment operation and upon receipt of the e-mail confirming the subscription to the Premium Subscription and/or the completion of the Verification.

On each monthly payment due date for the Premium Subscription, the Subscriber shall receive an email confirming its renewal, in accordance with [Articles L. 215-1 et seq. of the French Consumer Code](#).

(Not applicable for Netherlands, Poland, Finland, Sweden, Austria, Denmark, Germany and Norway as Verification is free for all Caregivers)

5.2. Premium Subscription for Employers

Any Employer can subscribe to a Premium Subscription (hereinafter referred to as "Premium Caregivers") offered in monthly, quarterly or annual formulas, allowing them to benefit from the following advantages

- Premium Caregivers' advertisements appear at the top of the results in a default search by Caregivers;
- the possibility of unlimited contact with the Caregivers via the internal messaging system;
- access to the telephone details of all Caregivers who have agreed to communicate it to them, it being specified that access to the telephone details of the Caregivers is only possible after having obtained a reply from the Caregiver by internal messaging;
- the possibility to consult the reviews published by other Employers
- Contact the Caregivers who have published opinions via the internal messaging system without restriction;
- the possibility of consulting the bookings feature *(Not applicable for Netherlands, Poland, Finland, Sweden, Denmark, Austria and Norway)*
- assistance in completing the administrative procedures related to the employment of a home-based employee *(France only)*

In addition, the Premium Employers benefit from a replacement solution within the limit of three consecutive days, in the event that the booked Caregiver is suddenly unavailable to carry out the Job. In this case, the Employer must inform the Yoopies customer service by phone between 10am and 6pm during working days (Monday to Friday). Yoopies shall inform the Caregivers of the Employer's need and put him/her in contact with an appropriate Caregiver. This punctual replacement, if its duration is superior to one day, can be carried out by several Caregivers. The Employer acknowledges that Yoopies is only subject to an obligation of means and cannot be held responsible in the event that no Caregiver is available to perform this replacement. *(France only)*

Premium Employers can also benefit from Axa insurance if they book a Caregiver with an "Auto-Entrepreneur" status or with an individual. (Caregivers who have concluded an employment contract with the Caregiver are excluded). For more information, you can

consult our dedicated section: <https://yoopies.fr/regles-generales-de-diffusion>. (*France only*)

Finally, Premium Caregivers benefit from a credit offered by Yoopies if they subscribe to a quarterly or annual Premium Membership. The following credit applies:

France	3m - 50€ / 1y - 100€
Belgium	3m - 50€ / 1y - 100€
Switzerland	3m - 50 CHF / 1y - 100 CHF
Luxembourg	3m - 50€ / 1y - 100€
Italy	3m - 30€ / 1y - 50€
Spain	3m - 30€ / 1y - 50€
Portugal	3m - 20€ / 1y - 40€
Lithuania	N/A
UK	3m - 50£ / 1y - 100£
Germany	3m - 50€ / 1y - 100€

(Not applicable for Netherlands, Austria Poland, Finland, Sweden, Denmark and Norway as Premium is free of charge)

This amount is automatically credited to the account of the Premium Employer who can benefit from it for all the Personal Services eligible to the reservation. This credit, which can be used at any time, is limited to one time per person. Therefore, the Premium Employer may not benefit from it several times by subscribing to several Premium Memberships. Any attempt to manipulate the system or to use the credits by means of a third party or a group, a macro, a "script", "brute force", IP address masking, the use of a fraudulent identity, or any other automated means (including any system designed to penetrate other systems) is strictly forbidden. Any fraud or attempted fraud will result in the closing of the Caregiver's account and the invalidation of the credits, which will have to be reimbursed to Yoopies if they have been used. If necessary, Yoopies reserves the right to initiate any legal action if it considers that it is a victim of any prejudice whatsoever due to such actions. The cancellation of the renewal of the subscribed Premium Membership will result in the invalidation of the credits on the account of the Employer.

The price of Premium Subscriptions is degressive according to the duration of the subscription and Yoopies platform country. All prices include VAT.

Spain	One (1) month: 14,90€ Three (3) months: 39,00€
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	One (1) year: 108,00€
Italy	One (1) month: 19,99€ Three (3) months: 39,00€ 1 year: 108,00€
Portugal	One (1) month: 9,90€ Three (3) months: 24,00€ One (1) year: 72,00€
Sweden	Free
Finland	Free
Denmark	Free
Germany	One (1) month: 24,90€ Three (3) months: 60,00€ One (1) year: 156,00€
Austria	Free
Norway	Free
France	One (1) month: €24.90 Three (3) months: 57.00 One (1) year €156.00
Lithuania	One (1) months: 14,90€ Three (3) months: 35,70€ One (1) year: 106,80€
Poland	Free
Netherlands	Free
Belgium	One (1) month : 24,90€ Three (3) months : 60 € One (1) year : 156€
Luxembourg	One (1) month : 24,90€ Three (3) months : 60 € One (1) year : 156€
UK	One (1) month: £29.90 Three (3) months: £60.00 One (1) year: £156.00
Switzerland	One (1)month : 49 CH Three (3) months : 117 CH One (1) year : 300 CH

Payment is made online by credit card (Visa, Eurocard, Mastercard).

Caregivers must indicate their credit or debit card number, as well as the date of validity and the last three digits of the pictogram on the back of the card. The SSL (Secure Sockets Layer) security protocol guarantees total confidentiality of personal information transmitted over the Internet.

All payments are irrevocable, no partial or total reimbursement of the Premium Membership can be granted by Yoopies unless it is requested within the legal retraction period of fourteen (14) days, except for the exception provided for in [article L. 221-28 1° of the Consumer Code](#) (cf. article 10 hereof).

Employers have the possibility of indicating a promotional code that may offer them a discount on the public price or a number of free days of Subscription.

By accepting these terms and conditions, Members acknowledge that Promotional Codes:

- may not be used for any purpose other than those envisaged in the specific conditions established by Yoopies for each promotional code;
- may not be duplicated, sold or transferred in any way, nor may it be made available to the general public by being posted on a public forum or social network or otherwise unless expressly permitted by Yoopies;
- may expire before being used and may be deactivated by Yoopies at any time for any

reason, without any liability on the part of Yoopies.

Yoopies reserves the right to refuse the granting of any promotional code and/or to render the order and the use of these promotional codes of a Member invalid in case of erroneous, fraudulent, illegal use or use contrary to the specific conditions applicable to the promotional codes or to the present. Furthermore, in this case, Yoopies reserves the right to:

- close the account of the Member who has not complied with the above conditions;
- request reimbursement from Members for promotional codes used for a purpose other than that specified in the specific terms and conditions established by Yoopies or herein.

The Premium Subscription is automatically renewed for the same duration as the one initially chosen.

It is possible to stop the automatic renewal of the Premium Subscription at any time, in the "My Account" section, "Premium" section, Click "Cancel" and confirm the cancellation.

The Caregiver is informed of the automatic renewal when paying for the Premium Subscription. The information is given on the dedicated page before proceeding with these operations and when receiving the email confirming the Premium Subscription.

In accordance with [Articles L. 215-1 et seq. of the French Consumer Code*](#), on each monthly or quarterly payment due date for the subscription, the Subscriber shall receive an email confirming his renewal, mentioning the possibility of interrupting the automatic renewal. In the event of an annual due date, the Employer receives an e-mail one month before the day of its renewal mentioning the possibility to interrupt the automatic renewal.

In the event that a Caregiver is in the course of a Job with an Employer, the latter may not terminate the automatic renewal of the Premium Subscription until the Job(s) has (have) been completed or cancelled.

Please note that Premium subscription fees and automatic renewal reminders are not applicable for countries in which Premium is free: Norway, Denmark, Poland, Netherlands, Sweden, Finland, Austria

* Article L. 215-1 of the Consumer Code: "For service contracts concluded for a fixed term with a tacit renewal clause, the trader providing the service shall inform the consumer in writing, by letter or dedicated e-mail, at the earliest three months and at the latest one month before the end of the period authorising the rejection of the renewal, of the possibility of not renewing the contract he has concluded with a tacit renewal clause. This information shall be given in clear and comprehensible terms and shall mention, in a visible box, the deadline for non-renewal.

Where this information has not been sent to the consumer in accordance with the first paragraph, the consumer may terminate the contract free of charge at any time after the renewal date.

Advances made after the last renewal date or, in the case of open-ended contracts, after the date of conversion of the initial contract to a fixed-term contract, shall in this case be reimbursed within 30 days of the date of termination, after deduction of the sums corresponding to the performance of the contract up to that date.

The provisions of this Article shall apply without prejudice to those which by law subject certain contracts to special rules as regards consumer information.

Article L. 215-2 of the Consumer Code: "The provisions of this chapter do not apply to operators of drinking water and sanitation services.

Article L. 215-3 of the Consumer Code: "The provisions of this chapter are also applicable to contracts concluded between professionals and non-professionals.

Article L. 241-3 of the Consumer Code: "Where the trader has not made a refund under the conditions laid down in Article L. 215-1, the sums due shall bear interest at the legal rate.

Article 6 - Description of the Services

6.1. Internal messaging

6.1.1. Contact from the Employer

Employers may contact a Caregiver by internal messaging. After registration, the Employer

can send 3 messages to Caregivers free of charge without having subscribed to the Premium Subscription, by clicking on "Contact" on the Caregivers' profile.

Caregivers must take out a Premium Membership if they wish to make more than three (3) contacts with a different Caregiver. As an exception, Employers may contact the Caregivers with the status of childminder on an unlimited basis and free of charge. *(Not applicable for Norway, Finland, Austria, Denmark, Netherlands, Poland and Sweden where Premium subscription is free)*

When making contact with the Assistance Provider, the Employer must fill in a request for a Job, specifying the type of Personal Service desired and the frequency of the Job including the days of the week and the hours.

If the Caregiver accepts the contact from the Employer, the Caregiver may then propose, subject to having subscribed to a Premium Subscription:

- one or more interviews to the Caregiver, specifying the date, time and place of appointment if it is a face-to-face interview;
- a telephone interview. In this case, it is not necessary to indicate a location

The Caregiver may accept or refuse a request for an interview or a request for a reservation from an Employer

6.1.2. Contact by the Caregiver

A Caregiver can contact an Employer via the internal messaging system. When contacting an Employer, the Caregiver is invited to present their motivation and suitability with regard to the Employer's Job advertisement.

The Caregiver may send written messages to an Employer provided that the initial contact has been agreed by both parties.

6.2. Reservation (Job request)

(Not applicable for Norway, Finland, Austria, Denmark, Netherlands, Poland and Sweden where Bookings are not enabled.)

Yoopies is committed to social and societal responsibility, both for the Caregiver and the Employer. In order to prevent undeclared work, which is widespread in the field of hiring home helpers, the Employer commits to booking Caregivers using the online booking feature and not paying their Caregiver outside the platform.

The rates remain negotiable between the Caregiver and the Employer in compliance with the applicable regulations.

The Caregiver registered on the Platform undertakes to always use online booking on the Platform to carry out his or her Jobs and undertakes to not accept any payment for his or her Jobs from Employers outside the Platform.

Yoopies reserves the right to exclude any User registered on the Platform who does not respect this provision.

The Employer may make a request for a Job without having first sent a message to the

Caregiver.

The Employer is free to choose the Caregiver who best meets his or her needs, either by sending him or her a request for a Job directly via the Booking request form. The Employer is also able to select the Caregiver profile following the publication of the Job advertisement on the Platform and send a message.

Yoopies does not advise or guide the Employer in the choice of a Caregiver. The Employer is solely responsible for the selection of the Caregiver he or she contacts and commits themselves to respecting the legislation of their contractual relationship.

Yoopies does not guarantee to the Employer that the Caregiver has the necessary documents to exercise an employed or self-employed activity. Yoopies cannot be held responsible for this.

To book a Caregiver, the Employer fills in a Job form describing the Job he or she wishes to have carried out by a Caregiver. In particular, the Employer provides the following information on the booking reservation form:

- the type of service ;
- the frequency of the Job (occasional Job or regular Job);
- the days of the week and the hours of the Job;
- the start date of the Job ;
- the end date of the Job ;
- a personalised message specifying the needs and providing the essential information for the successful completion of the Job;
- the address of the location of the Job if applicable;

In general, the Employer undertakes to provide all the information and means necessary to enable the Caregiver to carry out the Job and undertakes to pay the Caregiver for the work provided.

The hourly cost displayed on the Platform corresponds to the price for one hour of Job. This price includes the remuneration of Yoopies (cf. Article 8 hereof) for administration costs.

The price of the Job is displayed under "Total to pay" in the booking summary.

In the case of an occasional Job, the price corresponds to the hourly cost multiplied by the number of hours carried out in the framework of the Job.

In the case of a regular Job, the price corresponds to the hourly cost multiplied by the number of monthly hours carried out in the framework of the Job.

The price is presented in euros and includes all taxes, except for the UK in which British Pounds are used and Switzerland in which Francs are used.

Employers have the possibility to enter a promotional code that may offer a discount on the hourly cost or free hours of Job. This promotional code must be entered at the time of confirmation of the booking request and/or at the time of booking in the "Promotional Code" box provided for this purpose. The Employer must click on "Apply" in order for the promotional code to be taken into account.

By accepting these terms and conditions, Members acknowledge that promotional codes :

- may not be used for any purpose other than those envisaged in the specific conditions established by Yoopies for each promotional code;
- may not be duplicated, sold or transferred in any way, nor may it be made available to the general public by being posted on a public forum or social network or any other platform or public space, unless expressly authorised by Yoopies;
- may expire before being used and may be deactivated by Yoopies at any time for any reason without any liability on the part of Yoopies.

Yoopies reserves the right to refuse any promotional code and/or to render the order and the use of the promotional codes of a Member invalid in case of erroneous, fraudulent, illegal or contrary to the specific conditions applicable to the promotional codes or to the present.

Furthermore, in this case, Yoopies reserves the right to :

- close the account of the Member who has not complied with the above conditions;
- request reimbursement from Members for promotional codes used for a purpose other than that specified in the specific terms and conditions established by Yoopies or herein.

6.3. Terms of payment of the price of the Job

(Not applicable for Norway, Austria, Finland, Denmark, Netherlands, Poland and Sweden where Bookings are not enabled.)

When requesting a Job for the first time, the Employer must register his or her bank card details on which a pre-authorisation request will be made to his bank for the sums incurred in the context of the Services (hereinafter the "Payment Committed"), namely :

- the total price of the Job in the case of an occasional Job;
- the monthly price of the Job in the case of a regular Job.

Only MasterCard, Visa and Carte Bleue are accepted.

The Employer's bank details will be collected by Yoopies' payment provider (hereinafter referred to as "MangoPay") and will be securely stored for the duration of their registration on the Platform for payments of Jobs carried out by Caregivers.

The committed amount will only be debited if the Caregiver accepts the Job. The transaction is concluded between the Caregiver and the Caregiver. The online payment is secure.

If, within forty-eight (48) hours after the end of the Job, the Employer refuses to proceed to the payment of the Caregiver, if an error occurs in the course of the transaction or, more generally, if the Caregiver is not paid, Yoopies will automate the payment of the Caregiver for the Job.

In accordance with article 1346 of the Civil Code, Yoopies is then subrogated in the rights of the Caregiver and proceeds to process the payment owed to the Caregiver for the

completion of the Job. The Employer has a period of eight (8) days from the date of payment by Yoopies to regularize the reimbursement.

If it turns out, in this context, that the Caregiver had not carried out or had only partially carried out the Job, the Caregiver is obliged to refund the sums unduly collected to Yoopies, in application of the provisions of article 1302-1 of the Civil Code, within eight (8) days from the payment by Yoopies. The Employer remains bound to reimburse Yoopies the sums corresponding to the Job partially carried out by the Caregiver, if applicable.

Yoopies reserves the right to suspend the account of the Employer and/or Caregiver(s) concerned until the payment is fully settled in accordance with the conditions set forth in article 9.3. of the present Terms and Conditions.

6.4. Adjustment and validation of the implementation of a Job

(Not applicable for Norway, Austria, Finland, Denmark, Netherlands, Poland and Sweden where Bookings are not enabled.)

At the end of each Job, in the case of an occasional Job, or in the case of a regular Job, the Employer must confirm the duration of the Job actually carried out by the Caregiver, adjusting it if necessary.

The Employer has 48 hours from the date of the adjustment email to validate or adjust the Job duration actually carried out. With no action on the part of the Employer, the duration initially booked will be automatically validated and the sums corresponding to the Job will be automatically debited from the Employer's account and cashed via their "Caregiver eWallet" opened with MangoPay.

In the event of an adjustment to the hours worked by the Caregiver, the new duration entered will be validated and the sums corresponding to the price of the Job will be deducted from the Caregiver's bank account and debited from the Employer's E-wallet, in accordance with the following procedures:

- If the actual duration of the Job is greater than that initially planned, the price of the Job will correspond to the hourly cost multiplied by the duration initially planned in the booking request, to which will be added the additional hours worked;
- If the actual duration of the Job is less than that initially planned, the price of the Job will correspond to the hourly cost multiplied by the duration initially planned in the Job form, minus the number of hours not carried out by the Caregiver

After a certain period of time, and in the absence of manual adjustment by the Employer, the duration initially selected will be automatically validated and the sums corresponding to the price of the Job will be debited from the Employer's bank account via the Employer's E-wallet.

In the event of disagreement between the Caregiver and the Employer, the price of the Job as initially fixed at the time of the booking will remain unchanged and the Caregiver will be paid at the price of the Job initially agreed in the Job form.

The payment committed (cf. Article 8 hereof) shall subsequently be transferred to the Caregiver's E-wallet (hereinafter the "Caregiver E-wallet") opened with MangoPay.

The sums paid into the Caregiver E-wallet shall be transferred by bank transfer to the Caregiver's bank account, the details of which have been previously provided by the Caregiver when creating his/her Member account. This transfer will be made :

- for occasional Jobs: within 48 hours of the completion of the Job, after confirmation of the hours worked by the Employer;
- for regular Jobs: monthly, after confirmation of the hours worked from the 25th of each month by the Caregiver.

The amounts paid to the Caregiver may be subject to delays, outside the control of Yoopies.

In the event that the Caregiver has not provided valid bank details from his or her Member Account, Yoopies shall keep the sums due to the Caregiver on the Caregiver E-wallet until the situation is regularized.

Yoopies shall notify the Caregiver by e-mail that payments are pending and that it is up to the Caregiver to provide valid or new bank account details, it being understood that the amounts due to the Caregiver cannot be claimed after a period of five years.

By accepting the Job, the Caregiver undertakes to register his bank details in his Member account in order to receive the price of the Job.

The Caregiver acknowledges that the IBANs of "Financière des paiements électroniques" and "Carrefour Banques" are not accepted by Yoopies. (France only)

6.5. Suspension and cancellation of a Job

(Not applicable for Norway, Austria, Finland, Denmark, Netherlands, Poland and Sweden where Bookings are not enabled.)

6.5.1. Pausing and cancellation of a Job by the Employer

A deposit of ten (10) euros will be withheld from the Employer's E-wallet and/or deducted from the Employer's bank account in the event that the Caregiver has accepted a booking request for a Job more than 5 hours before the start of the Job and that the Employer cancels the Job less than 24 hours before its start.

As an exception, no deposit will be withheld in the event of cancellation due to force majeure.

In the event of pausing regular Jobs, the Employer shall contact the Caregiver directly to inform him of the pause, without having to cancel the Job. He or she may adjust the number of hours worked to zero.

In case of definitive cancellation of a regular Job, the Employer is prompted to review the quality of the Caregiver's Job and confirm the definitive ending of the Job. The Employer has the possibility to adjust the regular Job under the conditions described in article 6.4.

6.5.2. Suspension and cancellation by the Caregiver

The Caregiver may cancel a Job, without charge and without any possibility of compensation for the Employer.

In case of pausing a regular Job, the Caregiver will contact the Employer directly to inform him or her, without the need to cancel the Job. The Employer may adjust the number of hours worked at a later date.

Yoopies reserves the right to close a Member's account in case of too frequent pauses.

Article 7 - Reviewing the quality of a Job

Once a Job has been completed by the Caregiver, the Employer is invited to leave a comment on the quality of the Job carried out by the Caregiver and to give it a grade.

The ratings and notes left by Employers are visible to other Users on the Provider's profile.

Yoopies reserves the right to remove the comment and rating of a Caregiver that is not accurate, particularly due to the age of the review, or because of changes in ratings given by new Caregivers.

The Caregivers accept that their Jobs are subject, if necessary, to a rating by the Employers, the aim being to attest to a certain level of professionalism and competence of the Caregivers.

The rating consists of awarding a grade based on the following criteria: punctuality; seriousness; professionalism; quality of work. On the other hand, the rating cannot contain discriminatory, defamatory, insulting, obscene, vulgar, offensive, aggressive, inappropriate, violent, threatening, harassing, racist, xenophobic, sexually oriented, inciting to hatred,

violence, encouraging the activities or use of illegal substances or, more generally, contrary to the purposes of the Platform, likely to infringe on the rights of Yoopies or a third party, or contrary to good morals

The ratings range from 1 to 5 stars. The sum of these ratings gives an overall rating also ranging from 1 to 5 stars.

Once the Caregiver has received at least one rating, the average rating ranging from 1 to 5 stars will be posted on the Caregiver's profile. A new average will be established for each new rating.

The individual grade given by the Employer to a Caregiver may be disclosed to the Caregiver at his or her request. The Caregiver may respond from his or her account to the assessment by virtue of his or her right of reply.

Yoopies reserves the right to delete ratings according to their age and changes of the ratings given by Employers

Article 8 - Remuneration of Yoopies

In return for the Services provided to the Members, Yoopies receives the price of the Premium Subscriptions as well as a booking fee on the price of the Jobs.

The price of Premium Subscriptions is defined according to the duration of the subscription

and Yoopies platform country. All prices include VAT.

Spain	One (1) month: 14,90€ Three (3) months: 39,00€ One (1) year: 108,00€
Italy	One (1) month: 19,99€ Three (3) months: 39,00€ 1 year: 108,00€
Portugal	One (1) month: 9,90€ Three (3) months: 24,00€ One (1) year: 72,00€
Sweden	Free
Finland	Free
Denmark	Free
Germany	One (1) month: 24,90€ Three (3) months: 60,00€ One (1) year: 156,00€
Austria	Free
Norway	Free
France	One (1) month: €24.90 Three (3) months: 57.00 One (1) year €156.00
Lithuania	One (1) months: 14,90€ Three (3) months: 35,70€ One (1) year: 106,80€
Poland	Free
Netherlands	Free
Belgium	One (1) month : 24,90€ Three (3) months : 60 € One (1) year : 156€
Luxembourg	One (1) month : 24,90€ Three (3) months : 60 € One (1) year : 156€
UK	One (1) month: £29.90 Three (3) months: £60.00 One (1) year: £156.00
Switzerland	One (1)month : 49 CH Three (3) months : 117 CH

One (1) year : 300 CH

Yoopies reserves the right, at its own discretion, to offer promotional offers.

The booking fee is 1 euro for all pet-sitting services available.

(Not applicable for Norway, Finland, Austria, Denmark, Netherlands, Poland and Sweden where Bookings are not enabled.)

The booking fees may increase or decrease at any time. Members will be informed the date of entry into force of the new amounts thirty (30) days before they go online.

The new amounts will apply to any Job for which the booking request has been created after the new amount is live, and to any Subscription subscribed after their entry into force.

Employers acknowledge and accept that it is their responsibility to be aware of the amount of booking fees applicable on the date they book a caregiver or the amounts applicable on the date they subscribe to a Subscription.

Article 9 - Financial transactions

(Not applicable for Norway, Finland, Denmark, Netherlands, Poland, Sweden and Austria where Premium is free of charge)

9.1. Transactions and Premium Memberships

Yoopies has chosen to use Payline and Stripe for all the electronic payment services for Premium Memberships.

By using the credit card or Paypal payment system (only for Caregivers) during the Jobs proposed on the Yoopies Platform, the Members accept the special terms and conditions of Payline available here and the special terms and conditions of Stripe are available [here](#).

9.2 Transactions and payment of Jobs.

Yoopies has chosen to use Leetchi Corp. S.A. through the MangoPay solution for all the electronic payment services by bank card for the payment of the Jobs.

Yoopies therefore allows its Members to become holders of electronic money in their E-wallet accounts. By using the credit card payment system during the Jobs offered on the Yoopies Website, Members accept the general terms and conditions of use of the MANGOPAY Leetchi e-money available [here](#).

9.3. Defaults in payment

Any non-payment of sums due to Yoopies shall give rise to the sending of an email to the Member concerned asking him/her to regularize the payment without delay by means of the Yoopies bank account statement attached to the email.

Yoopies may also send reminder emails and letters of formal notice to the Member.

If the payment is not made, Yoopies reserves the right to suspend the account of the Member concerned until the payment is made in full, resulting in the cancellation of any current or future reservations, without Yoopies being held responsible for this.

Any questions or complaints regarding a difficulty or default in payment can be sent directly to one of the following addresses: servicerecouvrement@worklife.io or contact@yooopies.fr

Article 10 - Right of withdrawal

(Not applicable for Norway, Austria Finland, Denmark, Netherlands, Poland and Sweden where Premium is free of charge)

In accordance with the provisions of [Article L. 221-18 of the Consumer Code](#), the User may exercise his or her right of withdrawal within fourteen (14) days of the conclusion of the sales contract, in the event that the contract has not been executed before the end of this withdrawal period.

The contract shall be deemed to have been performed in the following cases:

- exchange of messages between Members;
- contacting or requesting an interview with a Caregiver or Employer or other request
- booking a Job ;
- carrying out a Job ;
- retrieval of at least one telephone number of an Employer or Caregiver ;
- use by the Employer of the credit offered at the time of purchase of his or her Premium Subscription;
- contact by email or telephone with the Yoopies customer or legal support service, except in the case where his request concerns the exercise of his right of withdrawal;
- Request for Verification of the Caregiver Profile.

To exercise this right of withdrawal, you should send a letter or an email clearly expressing your wish to exercise this right of withdrawal and mentioning the details of the contract. You can also use the following template provided:

"Madam, Sir,

[Clearly state your full name, registration email and address].

I hereby exercise my right of withdrawal from the contract concluded on [date of subscription] with Yoopies and concerning my Premium subscription.

This request should be addressed to :

- either by written letter to the following address Yoopies 17 rue Froment - 75011 Paris;
- or by email to the following address: abonnement@yooopies.fr.

In accordance with the provisions of [Article L. 221-28, 1°, of the Consumer Code](#), the User expressly waives the right to exercise his right of withdrawal in all cases where the contract has been executed before the end of the withdrawal period, in accordance with the cases

mentioned above.

Article 11 - Role and responsibility

11.1. Role and responsibility of Users

The User is obliged to :

- not to use the Platform for purposes other than those defined in these TOS;
- not to disclose on his profile personal information that would allow other Users to contact him without using the Services offered by Yoopies;
- not to post, indicate, or disseminate in any form whatsoever information or content that has the effect of diminishing, disorganizing, or preventing the normal use of the Services, or interrupting and/or slowing down the normal flow of communications between the Users through the Services, such as software, viruses, logic bombs, mass sending of messages, etc. Yoopies reserves the right to delete messages sent in bulk by a User in order to preserve the normal quality of use of the Service for other Users;
- not to post, indicate or disseminate in any form whatsoever, not to make any comments, not to behave in any way that is discriminatory, defamatory, insulting, obscene, pornographic, vulgar, offensive, aggressive, inappropriate, violent, threatening, harassing, racist, xenophobic, with sexual connotations, inciting hatred, violence, encouraging activities or the use of illegal substances or, more generally, contrary to the purposes of the Platform, likely to infringe the rights of Yoopies or a third party or contrary to good morals;
- not to post, indicate or disseminate in any form whatsoever information or content with links to third-party websites whose activity is illegal, contrary to good morals and/or not in line with the purpose of Yoopies.

11.2. Role and responsibility of Yoopies

Yoopies and the Members are independent parties, each acting in their own name and for their own account.

Yoopies does not conclude any contract in the name of and/or on behalf of an Employer or a Caregiver. Members contract directly with each other through the Platform.

As Yoopies is not a party to the contracts concluded between the Users, Yoopies cannot be held responsible for any difficulties that may arise during the conclusion or execution of the contracts concluded between the Users, nor can it be a party to any possible litigation between them, due to guarantees, declarations or obligations of any kind to which the Users are bound.

Consequently, Yoopies can in no way be considered as an employer of a Caregiver.

Yoopies shall not be held responsible for the quality or the conformity of the Job carried out by the Caregiver

Yoopies declines all responsibility for any incidents or accidents that may occur during a Job. More generally, Yoopies cannot be held responsible for any damage of any kind (personal, physical, material, financial or other) that may occur during a Job.) No claim will be accepted in this respect.

Yoopies undertakes to provide the Services with diligence, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Users expressly acknowledge and accept. The responsibility of Yoopies is exclusively limited to the provision of the Services according to the terms and conditions described herein.

Yoopies is not responsible for the content of third parties. Any complaints should be directed first to the author of the content in question.

The contents that would be harmful to a person whatever it is, can be the object of a notification to Yoopies according to the modalities foreseen in the [article 6-I-5 of the law n° 2004-575 of June 21, 2004 for the confidence in the digital economy](#), the Company reserving the right to take the measures described in the articles 11 and 12.

Article 12 - Penalties for non-compliance

In case of breach of any of the provisions hereof, or more generally, breach of laws and regulations by the User, Yoopies reserves the right to :

- suspend, delete or prevent access to the Platform of the Member who is the author of the breach or infringement, or who has participated in it;
- remove all or part of any content related to the breach or infringement in question;
- take all appropriate measures and initiate any legal action;
- if necessary, notify the competent authorities, cooperate with them and provide them with all information relevant to the investigation and prosecution of illegal or unlawful activities.

Article 13 - Suspension and termination

13.1. Suspension of an advertisement

Each Member may suspend the publication of an advert published on its account allowing it to be put in contact with other Members of the Platform.

The suspension is temporary and the Member may reactivate it at any time.

13.2 Termination of the Member account

13.2.1. Caregiver's account

Each Caregiver can terminate his or her registration on Yoopies at any time by requesting the closure of his or her account without any reason and without any costs.

Caregivers can send their request or go to their profile in the "My account" section, by clicking on "Delete my account." Following this action, the Caregiver profile will no longer appear in the search list.

In order to close an account, no Job must be in progress. A Caregiver who wishes to close his or her account while a Job is in progress, must first cancel it.

For Caregivers with a Premium Membership in force on the day of the termination request, this request does not entail the reimbursement of the period remaining until the end of the Premium Membership.

13.2.2. Employer's account

Any Employer can terminate his or her registration on Yoopies at any time by requesting the closure of his or her account without any reason and without any costs. To terminate a Premium subscription, the Employer must go to his or her profile and select the section "My Account", scroll down to the Premium tab, click on "Cancel" and follow the guided procedure. He or she will receive a confirmation email.

After this action, the User's profile will no longer appear in the search list.

If the Employer has one or more Jobs in progress, he/she must cancel them beforehand.

If the Employer has subscribed to a Premium Subscription whose renewal has not been stopped, he/she must stop the renewal of his/her Premium Subscription

13.2.3. General provisions

Without prejudice to the other provisions hereof, in case of serious breach by the Member, Yoopies may terminate the Member's account without notice or formal notice.

This termination will take place without prejudice to any damages that could be claimed by Yoopies from the Member or his legal representatives in compensation for possible prejudice suffered by Yoopies due to such breaches.

Article 14 - Intellectual property

14.1 Content distributed by Yoopies

All the elements (drawings, images, texts, logo) constituting the Yoopies.com website are the exclusive property of Yoopies.

In general, the User is granted a personal, non-exclusive and non-transferable right to access and use Yoopies, any other right being expressly excluded without the prior written consent of Yoopies.

The Yoopies brand and the Yoopies.com domain names are and remain the exclusive property of Yoopies.

14.2. Content disseminated by the User

Yoopies benefits from a license to use the intellectual property rights attached to the Content provided by the Users for the purpose of distribution on the Yoopies websites.

The User expressly authorizes Yoopies to modify the said Contents in order to respect the graphic charter of the Yoopies website and/or to make them compatible with its technical performances or the formats of the concerned media.

Users grant a worldwide, non-exclusive licence to use the information and/or data provided. The Users are exclusively responsible for the content of the information and/or data. Yoopies reserves the right to remove any content that is reported to be illegal, infringing on intellectual property rights or contrary to common decency.

The User, when uploading information to the site, can restrict or forbid the use of the information put online on the Platform by notifying Yoopies at the email address contact@yoopies.fr.

Article 15 - Completeness

In the event that one of the provisions of these General Terms and Conditions should become null and void due to a change in legislation or a court decision, this shall in no way affect the validity of and compliance with the other clauses of these General Terms and Conditions.

Article 16 - Applicable law - jurisdiction - alternative dispute resolution

The present General Conditions are governed by French law.

In accordance with [article L. 612-1 of the Consumer Code](#), in case of disagreement between Yoopies and the User, and when this disagreement could not be settled by a prior written complaint directly to the Yoopies customer service via the address contact@yoopies.fr, the User may have recourse to a consumer mediator free of charge in order to amicably resolve the dispute which opposes him/her to Yoopies within a period of less than one year from the date of his/her written complaint to Yoopies.

Yoopies has designated SAS Médiation Solution as a consumer mediation entity by membership registered under number CS0001346/2007.

In order to refer a matter to the Ombudsman, the consumer must formulate his request:

- or in writing to : Sas Médiation Solution, 222 chemin de la bergerie, 01800 - Saint Jean de Niost / Tel : 04 82 53 93 06 ;
- or by e-mail to: contact@sasmediationsolution-conso.fr;
- by filling in the online form entitled "Referring a matter to the Ombudsman" on the website <https://www.sasmediationsolution-conso.fr>

Any disagreement or dispute which cannot be settled amicably shall be subject either, under the Code of Civil Procedure, to the jurisdiction of the place where the defendant

resides, or of the place of performance of the service, or, under the Consumer Code, to the jurisdiction of the place where the plaintiff resided at the time of the conclusion of the contract, unless rules of public policy confer jurisdiction on other courts.