

## **Terms and Conditions of Aupair.pro CERC**

***Last updated: 24.04.2025***

### **1. General**

1.1 These Terms and Conditions apply to the use of Aupair.pro CERC (hereinafter referred to as "the Platform"), operated by Aupair.pro CERC, a sole proprietorship registered in Austria (Einzelunternehmung) under the free trade category for labor mediation (freies Gewerbe Arbeitsvermittlung).

1.2 By using the Platform, the user (host family or au pair) accepts these Terms and Conditions. If the user does not agree, they must immediately cease using the Platform.

1.3 The Platform is publicly accessible, with a primary focus on users within the European Union (EU).

### **2. Purpose of the Platform**

2.1 The Platform is an online meeting space where host families and au pairs can connect, network, and inspire each other through content such as checklists, guides, challenges, and step-by-step plans. This includes chats, feeds, and private messages.

2.2 Aupair.pro CERC acts solely as a passive intermediary and does not actively participate in, verify, or facilitate agreements or employment relationships between users.

2.3 Aupair.pro CERC does not perform background checks or vetting of any users and assumes no responsibility for user interactions or outcomes.

### **3. Membership & Payment**

3.1 Access to the Platform may be subject to a paid subscription. Subscriptions can be cancelled anytime, remaining active until the end of the billing period.

3.2 Refunds are not provided.

### **4. Liability & Disclaimer**

4.1 Aupair.pro CERC only facilitates user visibility and connection. It is not liable for user actions, agreements, or outcomes.

4.2 Users are solely responsible for legal compliance, safety, and any arrangements made off-platform.

4.3 The Platform owner is not liable for incidents or damages arising from au pair or family interactions, including those involving children.

4.4 Aupair.pro CERC does not verify identities, guarantee matches, or intervene in user disputes.

4.5 Users agree to hold Aupair.pro CERC harmless against any claims or losses resulting from their Platform use.

## **5. Content & Intellectual Property**

5.1 All content created by Aupair.pro CERC is protected by copyright.

5.2 Users retain rights to their profile content but grant Aupair.pro CERC a non-exclusive license to display it.

## **6. Code of Conduct**

6.1 Users must behave respectfully and provide accurate profile information.

6.2 Aupair.pro CERC may remove users for misconduct, false information, or violating these terms.

## **7. Profile Visibility & Public Data**

7.1 Users understand that profile information they voluntarily provide is publicly visible to other registered users.

7.2 Users are encouraged to share only what they are comfortable disclosing.

7.3 Data transferred to Mighty Networks (USA) is covered under a GDPR-compliant Transfer Impact Assessment (TIA), available upon request.

## **8. Platform Availability**

8.1 Aupair.pro CERC depends on Mighty Networks for technical operations and is not responsible for downtime or service disruptions.

## **9. Indemnification**

9.1 Users agree to indemnify Aupair.pro CERC for any damages or claims arising from their use of the Platform.

## **10. Changes to Terms**

10.1 Aupair.pro CERC may amend these Terms at any time. Continued use constitutes acceptance.

## **11. Governing Law**

11.1 These Terms are governed by Austrian law. Disputes will be handled by Austrian courts.

# **Privacy Policy of Aupair.pro CERC**

*Last updated: 24.04.2025*

## **1. General**

1.1 This Privacy Policy applies to personal data processed by Aupair.pro CERC, registered in Austria and operated by Maria Margaretha de Roon as a sole proprietor.

1.2 By using the Platform, users agree to this Policy. Those who disagree must discontinue use immediately.

## **2. Personal Data Collected**

2.1 We collect the following personal data when users create or update a profile:

- Name and email (mandatory)
- Profile name, nationality, country of origin, residence, location for au pairing
- Languages spoken, gender, gender preference
- Preferred start date, availability, period to be/host an au pair
- Driver's license B (yes/no), experience, daily life summary
- Family situation (number and age category of children)
- Lifestyle details (smoking, free time activities)
- Match descriptions, reasons to choose me/us
- Role status (searching/settled)
- Free text impressions

2.2 All data except name and email is optional but publicly visible to registered users.

## **3. Purpose of Data Use**

3.1 Data is used to:

- Facilitate connections between au pairs and host families
- Support matching via profiles
- Provide content and community functionality
- Comply with legal obligations

Aupair.pro CERC uses Mighty Networks, Inc. (USA) as its platform provider. As Mighty Networks is not certified under the EU-U.S. Data Privacy Framework, we have conducted a Transfer Impact Assessment (TIA) in line with GDPR requirements. This TIA concluded that, based on the nature of the data, the use of Standard Contractual Clauses (SCCs), and implemented safeguards, the residual risk is low and acceptable. The TIA will be reviewed annually or sooner if regulations change.

#### **4. Legal Basis**

4.1 Processing is based on:

- Contract performance (Art. 6(1)(b) GDPR)
- Legitimate interests (Art. 6(1)(f))
- Legal compliance (Art. 6(1)(c))
- User consent (Art. 6(1)(a)) for optional and sensitive data

#### **5. International Transfers & Security**

5.1 Mighty Networks (US) provides the platform infrastructure and may transfer data outside the EU.

5.2 They use Standard Contractual Clauses (SCCs) under GDPR.

5.3 Aupair.pro CERC uses Mighty Networks, Inc. (USA) as its platform provider. As Mighty Networks is not certified under the EU-U.S. Data Privacy Framework, we have conducted a Transfer Impact Assessment (TIA) in line with GDPR requirements. This TIA concluded that, based on the nature of the data, the use of Standard Contractual Clauses (SCCs), and implemented safeguards, the residual risk is low and acceptable. The TIA will be reviewed annually or sooner if regulations change.

5.4 Aupair.pro CERC implements organizational and technical safeguards where applicable, but does not control Mighty's infrastructure.

#### **6. User Responsibility**

6.1 Users manage their own data and are responsible for what they choose to share.

6.2 Private messages are not monitored. Interactions are at users' own discretion and risk.

#### **7. User Rights**

7.1 Users have rights to access, correct, delete, and restrict data.

7.2 Account deletion removes all associated data.

## **8. Data Retention**

8.1 Data is stored as long as needed for the stated purposes or legal requirements.

## **9. Sharing with Third Parties**

9.1 No data is sold. Third-party sharing is limited to essential service providers under strict data protection terms.

## **10. Marketing**

10.1 Aupair.pro CERC does not use personal data for marketing or profiling without explicit consent.

## **11. Cookies**

11.1 We use cookies for technical functionality and analytics. Users can control cookie preferences.

## **12. Liability Limitation**

12.1 Aupair.pro CERC is not liable for third-party misuse of public profile data.

12.2 We are not liable for issues related to Mighty Networks' infrastructure.

## **13. Data Breaches**

13.1 Users and authorities will be notified in case of a breach, as required by law.

## **14. Updates**

14.1 This Privacy Policy may be updated. Continued use implies acceptance.

## **15. Applicable Law**

15.1 Austrian law applies. Disputes are handled by Austrian courts.