

## GENERAL SERVICE AGREEMENT (GSA)

The Babysitting Service Agreement (referred as BSA), including all the terms and conditions, is found on the [www.lurkobebiszitter.hu](http://www.lurkobebiszitter.hu) webpage (referred as Webpage). Its purpose is to provide a productive and safe circumstance for all the children, Costumers, and Babysitters as well as the Agency.

### The Operator's data

Name of the Company: Lurkó Education Gyermek Pedagógiai Korlátolt Felelősségű Társaság  
Address: 1114 Budapest, Bartók Béla Street 11-13.Ground floor. 2.  
Business Registration No.: 01-09-283053  
Tax No.: 25574126-1-43  
Data Protection Register: NAIH-104936/2016.  
Referred as: Agency

## 1. SERVICE OF AGENCY

### 1.1.The Babysitter

According to the GSA, anyone who signed the Agency's Contract of Services has a contractual relationship with us as a babysitter (referred as Babysitter). The Babysitter provides a babysitting service for the Costumers, and in order to expand their clientele they agreed to cooperate with our Agency.

### 1.2.The Customer

According to the GSA, anyone who register to our Webpage in order to use any of our services, and get into a contractual relationship with the Agency through registration, considered as a Costumer, independently of the fact whose children do they ask the service for (referred as the Costumer).

### 1.3. Subject of the Contract

The Costumer, with this contract, gives a mandate to the Agency to connect them with any of the Babysitters and to provide a Babysitting Service (Agent Service). The Costumer notice that the Babysitters are not the employees of the Agency, the Babysitter Service is provided by the Babysitter as an independent, legally responsible person. The Costumer notice that the Agency is not obliged to provide any kind of Service. The Agency does not take the responsibility for any breakdown or dysfunction of the Webpage, even if it is not achieving the determined expectations described in the GSA, but it undertakes the responsibility to provide the most optimal Operation and Agent Service.

The Costumer is supported to send the following types of claims

#### 1.3.1.Regular Claim

The Costumer choose the Babysitter on the Webpage, and they claim the Babysitter for every week (referred as Regular Claim), the Costumer is able to have a look of the rota of the Babysitter, and choose. If the Costumer books a date the Babysitter is not available for anyone else at that time until the Costumer, after the meeting with the Babysitter, finalise or cancel the booking. If the booking is successful, both the Costumer and the Babysitter will receive an email about it. The Regular Claim can be sent via the following link:

<https://www.lurkobebiszitter.hu/kereses/lista>

#### 1.3.2.Tender Claim

If the Costumer requires the Babysitting Service every week or from time to time, and they authorize the Agency to choose the Babysitter for them (referred as Tender Claim), they can send their claim on the Webpage for the Agency. If the email was successfully sent the Costumer will receive an email about it. The Costumer has the right to accept or to reject the recommended Babysitter. If the booking is successful both the Costumer and the Babysitter will receive an email about it. You can send your

claim here: <https://www.lurkobebiszitter.hu/ajanlat>

#### 1.3.3. Occasional Claim

If the Costumer requires the Babysitting Service randomly, for one or more independent occasion (referred as Occasional Claim), the booking will happen the same way as determined in the case of the Tender Claim, except the repetition. If the booking is successful both the Costumer and the Babysitter will receive an email about it. You can send your claim here:

<https://www.lurkobebiszitter.hu/ajanlat?t=alkalmi>

#### 1.3.4. The Flexible Claim – Randomly but Regularly

If the Costumer wants the same Babysitter regularly, but not at the same time every week (Referred as Flexible Claim), we cannot undertake the responsibility to provide the same Babysitter, but we can provide another Babysitter for sure. The fulfilment of Flexible Claim is more likely to happen in the evening period or on the weekends. In this case we advise to continue the booking the same way formerly described with the Tender Claim.

#### 1.3.5. Full time – Full flexibility

If the Costumer wants a Babysitter to be available any time, the Claimer has to offer the right amount of money, which provides the Babysitter's cost-of-living (Full time). In this case we advise to continue the booking the same way formerly described with the Tender Claim.

### 1.4. The Registration

The Agency provides the opportunity for the Costumers to register with their personal data on the following Webpage: <https://www.lurkobebiszitter.hu/adataid>. The Purpose of the registration is to create the circumstances of a recommendation about the most ideal Babysitter for the Costumer's need, and to connect the Babysitters with the Costumers. After the Registration, the Costumers reach the rota of the Babysitters (the appointments reveal the time by which the Babysitters are able to arrive to the place by public transport, and the ending date describe the time they have to leave, to arrive at home in time, or to be able to start at another family). Without Registration we cannot recommend anyone because it means the unacceptance of the General Service Agreement. The validity and relevance of the data, given by the Costumers for their Registration, is the Costumers' responsibility.

### 1.5. The Booking

The Babysitters can be booked on their data sheet. The cost of the first booking is gr. 500Huf, which covers the operating costs of the Webpage, and it needs to be sending at the time of the first booking. The Babysitting Service Fee has to be paid after the service. With the payment of the first booking, the Costumer authorize the Babysitter and the Agency, that after every Babysitting Service – provided by the Babysitter and transmitted by the Agency – the fee of the Service will be automatically deducted. This fee is always determined by the actual service. The Agency always informs the Costumer about the deduction. The Costumer does not have to pay in cash or any other way. The further bookings are all free, after the first booking fee and apart from the Babysitter Service Fee there are no other Fees to pay. In the case of the Occasional and Tender Claims the Costumer has 24 hours to book the recommended Babysitter, after the given period the Babysitter has the right to resign the booking. The Babysitter is obliged to inform the Costumer about the resignation of the booking. If the Costumer does not indicate the acceptance or rejection of the recommended Babysitter, the Service considered being invalid.

### 1.6. The Contact and the General Data Protection Regulation (referred as GDPR).

After the booking the Babysitter will contact the Costumer within 24 hours, usually on phone but emailing and text messaging are also possible. The registered Costumer, agreed to provide their contact data to the Babysitters. The Costumers notice and agree that their personal data will be stored in the data basis and made available for the Babysitters. It can be modified or cancelled any time, if the Costumer claims it. The

Customer has the right to keep the Babysitter's personal data only for the Service Period. After the Service Period the Customers have to cancel all stored data about the Babysitter. The validity of the data given for the Registration is the Customers' responsibility.

#### 1.7. Meeting

The Meeting is free for one hour in the case of the Tender and the Regular Claims. If the Customer chose the Occasional Claim or exceed the one hour period the fee is the same as the chosen Babysitting Service. After the Meeting, the Customer is entitled to resign the booking without any financial consequence. If the Customer wants to meet another Babysitter they can send the claim through the Webpage.

#### 1.8. Ordering

In the case of the Regular and the Tender Claim, after the Customers accept the Babysitter Service, they can finalise their booking by speaking or writing, which are both considered as contracts and should involve the salary (referred as Ordering). The Ordering can be rejected on both sides, without justification, but after the cancellation the formerly booked working hours, extended for the next 48 hours, have to be paid by the Customer.

In the Occasional Claim the Booking is considered as Ordering and it cannot be cancelled, the only exception if the Customers formerly claimed for a Meeting during the Contact, and they resign it during the Meeting. In this case, cancellation is possible and does not require any financial consequence.

During Ordering, the Customer authorizes the Babysitter to accomplish the Babysitter Service. If the Babysitter is being employed as a domestic help, the Customer has to agree on the terms of the National Tax and Customs Office, obliged to pay a registration fee and declare the Babysitter as domestic help. This declaration needs to be done through the EU portal (On the 16T1043H office journal) or by phone (No 185 via central administration). The declaration needs to be done monthly or for a couple of months. For the given month the contract as a domestic help service is updated and cannot be resigned. The Customer has to pay 1.000Huf monthly as a registration fee. If the Customer declared the domestic help for more than a month, the fee has to be paid for every claimed month as long as the declaration is updated. The 1.000Huf needs to be sent for NAV as a registration fee for the domestic help to the following account number - 10032000-01076215. The Customer pays this fee every month before the 12th. According to the Law, the Babysitter is not responsible for the omission of the registration fee of the domestic help, even if the Customer does not pay the fee.

The Agency is entitled for a transmitting fee (Agency Fee) which amount is determined in the Agency Agreement. The Babysitters have to pay for the Agency after they have received their Salary for the Babysitting Services, within 8 days. The Agency shall issue a bill about it.

#### 1.9. Fee of travelling

In the case of a Regular Claim the Babysitter undertake the fee of a one hour travelling altogether (there and back). If the location is further than this, we charge the fee of travelling after every inchoate hour. Moreover, if the Babysitter has to buy any type of ticket despite their season ticket, or use their own car, we charge extra fee. In the last two cases the fees are determined by the Babysitter, and have to be added to the Babysitting Service Salary. In the case of the Occasional Claim we do not charge for travelling, but if we cannot find anyone to fulfil the requirements of the Customer's, we experienced increasing the chance of successfully finding a Babysitter by offering the fee of the travelling.

In the case of the Occasional Night Babysitting Claim, (in which the Babysitter has to travel home during 21:00 and 3:00), the Babysitters has the right to use a taxi service and we charge the Customers for that. In the case of a Regular Night Babysitting Claim, the Customer and the Babysitter need to have an agreement about the travelling fee. If the Babysitter does not feel safe about using public transport during night time, the Customer is charged for a taxi service.

## 2. THE BABYSITTING SERVICET

## 2.1. Scope of activities

The Babysitter's duties belong to the FEOR-08 5221 "Childcare and nanny" professions and its legal basis, considering any natural and legal person working in domestic help, can be found in the Act of 2010. XC. 1. § (1) 1.Paragraph, both if they work as private individuals or as individual entrepreneurs (Childcare service, outside of the Law of Child Protection) (ÖVTJ Code: 889106) (referred as Babysitting Service).

During the Babysitting Service the Babysitter improves the child's social, logical and emotional intelligence, and if the Costumer claims any personal requirements the Babysitter can provide special and subject oriented learning or training. The Babysitters consistently following the principals of their clients, considering their educational ideas, and adapting their methods to the child's individual needs. In every other aspect the Costumer and the Babysitter take into account the description of the Ordering.

## 2.2. Duty of the Babysitters

The Babysitters provide their service considering the claims of the Costumer. The claimed service is performed with care and proficiency. Precautions are guaranteed for the children's health and safety, both for physical and mental aspects. The Costumer's possessions are also can be considered as safe. The Babysitting Service will be accomplished with the highest level of dedication regarding the children's age, gender, needs, uniqueness, and the Costumer's educational views and habits.

## 2.3. Responsibility:

The Costumer acknowledges that the booking and hiring of a Babysitter is the Costumer's own responsibility. The Agency will provide the highest level of service, monitoring the age, experience, ability, honesty, references, and the given personal information in order to be able to recommend a the most reliable and appropriate Babysitter, however we do not take responsibility for the reliability of the information given by the Babysitters. The Costumer acknowledges the risk of the usage of the Babysitting Service, and disclaim any kind of compensation, the right of mitigate, and exempt all compensation for the Agency, involving its owners and managers. The Agency does not take any responsibility for any false statement, loss, damage, death, lateness, demand or fee during their service. The Agency shall not give rise to liability of any kind of direct or indirect loss or damage (including business, data or money loss) originated by the usage of the Webpage or any service provided by the Agency, permitted by the national laws and regulations. The Costumer acknowledge that they have to pay a penalty fare if they violate any of the GSA, if they commit any kind of negligence, breach of contract, mislead or any other cases, when the responsibility of the Agency is reduced and the penalty fare cannot exceed the Fee paid by the Costumer, under any circumstances. The GSA does not restrict, on any level, the responsibility of the Babysitter in the case of any kind of personal injuries or death. The Babysitter and the Costumer are fully responsible for their action during the time of the contract, and all the judicial remedies are provided for them. The Costumer accepts that the Agency, under any circumstances, cannot give rise to liability for any kind of demand arises during the time of the contract of the Babysitter and the Costumer.

## 2.4. Devices

The Costumer accepts that all the devices necessary for the Babysitting Service are provided by the Costumer and it is not the Babysitter's responsibility.

## 2.5. Payment

The Costumer has to pay an hourly fee determined in the Ordering (referred as Babysitting Service Fee). The payment needs to be accomplished following the determined rules in the "Ordering" Article, which includes the fee of the first booking, which is gr.500 Huf, what covers the operation of the Webpage and has to be paid with the first booking. The Babysitting Service Fee needs to be paid after the service. With the payment of the first booking the Costumer authorize the Babysitter and the Agency, that after every Babysitting Service – provided by the Babysitter and transmitted by the Agency – the fee of the Service will be automatically deducted. This fee is always determined by the actual service. The Agency always informs the Costumer about the deduction. The Costumer does not have to pay in cash or any other way. The further bookings are all free, after the

first booking fee and apart from the Babysitter Service Fee there are no other Fees to pay. The Costumer is able to check and follow up all of their successful transactions, on the Webpage under My Data: My Transactions (<https://www.lurkobebiszitter.hu/adataid>) and they also receive an email from Barion.

If the details of the transaction differ in the Ordering and the Worked Hours, the Costumer has the right to demand a supervision of the transaction. The demand is considered to be received if the Costumer sent it via email for both of the Babysitter and the Agency, within 10 days, followed by the transaction. The demand is judged by the Agency and if it's justifiable, the Babysitter is obliged to send back the total amount of money for the Costumer. If the demand is not received about the transaction, neither the Babysitter nor the Agency is responsible to accept the demand. The Costumer waive on any of the right to attack any of these transactions posteriorly.

#### 2.6. The technical issues of payment and the legal information

The Agency provides a repetitive method of paying through the Webpage operated by Barion Payment Zrt. which is not approachable by the Agency. The personal data, necessary for the payment is handled by Barion according to the relevant regulations and agreements. The Agency does not take responsibility for the data handling on these surfaces. If there is any mistake during the payment, provided by Barion, the Agency rejects to take responsibility for that. The first automatically sent confirming email about the booking will be sent to the email address provided by the Costumer. If you want to know more about the Barion Payment System please read the following page: <https://www.barion.com/hu/>. The repetitive paying means that the transactions are happening automatically, without the Costumer's interaction. The Costumer is able to authorize the Agency to deduct the money without the Costumer's constant approval. With the first successful payment the Costumer authorize the Supplier to deduct their money later, from the formerly used bank account, without the Costumer's constant approval. The fee of the Booking is deducted when the Costumer pays; the Fee of the Babysitter Service is deducted one week after the service. The amount of the first deduction is gr.500Huf; all further deductions are made on the basis of the Costumer's Orderings. To resign the repetitive deduction sends us an email to [hello@lurkobebiszitter.hu](mailto:hello@lurkobebiszitter.hu). With the first payment, the Costumer accepts the General Terms and Conditions of Barion. On the statement of account Barion Payment Zrt. will be indicated.

#### 2.7. Guidance

The Costumer is liable to provide all the information about the Babysitter Service if the Agency claims it, within 24 hours after the claim.

### 3. FINAL PROVISIONS

#### 3.1. Data Protection Information

The presented Service Conditions are inseparably part of the Data Protection Handout, attached to the Registration, which can be found on <http://www.lurkobebiszitter.hu/webpage>.

#### 3.2. Recommendation

If the Costumer recommends the Agency for a third party resulting a new Order, the Agency will provide a benefit, consulted with the Babysitter, which rates 10% of the Babysitter Service Fee. The Costumer acknowledges that they are not permitted to provide any kind of data, under any circumstances, about the Babysitters for a third party. The recommendation can happen with the mediation of the Agency followed by the registration of the third party. (Referred as Recommendation)

#### 3.3. Promotion Exercise

The Costumers authorize the Agency to send Promotion Exercises for the formerly given email address if it's necessary. The purpose of the Promotion Exercise is to make the connection between the Costumer and the Babysitter easier and maintainable.

### 3.4. Benefit Requirements

If the Costumer ticks the Benefit Requirements window during registration, it gives the right to the Agency to send preferential tenders. The subject of the tender can be anything related to parenthood.

### 3.5. Resignation

In the case of an Occasional Claim, the resignation is not possible; the Costumer is obliged to pay for the booked hours, under any circumstance. In the case of the Regular Claim, the Costumer accepts that the Resignation has to be made 48 hours before the appointment and 50% of the Babysitter Service Fee has to be paid. In any other case, 100% of the Fee has to be paid. In both cases the Fees will be deducted in the formerly explained way by the Agency, from the Bank Account of the Costumer.

### 3.6. Booking via email or phone

If the Costumer authorizes the Agency on phone or via email, to claim a service for them, the Costumer will receive an email about it, and if the Costumer accepts the recommended Babysitter, it can be regarded as the Booking of the Costumer.

### 3.7. Validity

The presented General Service Agreement is entered into force from the 16th of June 2018 and valid for an undetermined period of time.

### 3.8. Exceptions

Before the 16th of June, 2018, card payment was not available, consequently there were no card payments at the first booking and cash payment is also available for the bookings sent before the 16th of June, based on the formerly valid General Service Agreement.

### 3.9. Circumvention

The Costumer acknowledges that the Recommendation of a Babysitter for a third party can only happen with the participation and permission of the Agency. The Costumer acknowledges that the transfer of Babysitter's data is considered as the violation of the General Service Agreement, which involves the obligation of a penalty fare, which amount is 200.000Huf a.k.a. two hundred thousand forint.

The Costumer accepts that they pay with the mediation of the Agency, using Barion according to the formerly described way. The Costumer acknowledges that any other way of payment means the violation of the GSA, which involves the obligation of a penalty fare, which amount shall be ten times more than the amount of the money given illegally, but at least 200.000Huf a.k.a. two hundred thousand forint.

The Costumer acknowledges that the determined penalty fares are equitable and proportional with the amount of the loss caused by the extrusion of the Agency. With the Registration, the Costumer waives the right to reduce the amount of the penalty fare, which right is supported by the Civil Code.

### 3.10. Termination of the Contract

#### 3.10.1. If the Costumer terminates the Contract

The Costumer accepts that after cancelling their registration or terminating the contract, they cannot claim any kind of Babysitter Service from the Agency. If the Costumer gives money to the Babysitter after the termination of the Contract, they may have to pay a penalty fare, which amount shall be ten times more than the amount of the money given illegally, but at least 200.000Huf a.k.a. two hundred thousand forint.

#### 3.10.2. If the Agency terminates the Contract

The Costumer accepts, if the Agency rejects to provide any further service, which they will be informed about via email (referred as Withdrawal), the Costumer is not permitted to claim any further service from the company. If the Costumer gives money to the Babysitter after the termination of the Contract, they may have to pay a penalty fare,

which amount shall be ten times more than the amount of the money given illegally, but at least 200.000Huf a.k.a. two hundred thousand forint.

16.06.2018. Budapest