

## Terms and Conditions – v2.0– 06.01.2021

MyBabysitter develops its work based on the terms set forth in this document. Therefore, we recommend a thorough reading of it to protect your interests and know the principles and conditions of our services.

### 1. Concepts

Meaning of the words used in the exercise of our activity:

- **MyBabysitter:** The company that carries out its activity by providing child care services to Clients, services that are conducted by babysitters;
- **Client:** Person/entity who has the intent to purchase and hire the services provided by MyBabysitter;
- **Babysitter:** The person who provides the child care services to Clients, in accordance with the conditions set forth in the service agreement;
- **Nanny:** The person who provides the child care services to the Client at their home, which a continuity time;
- **Babysitting:** Service provided to the Client, at home, in a hotel or in a festive activity, sporadically;
- **Nanny service:** Service provided to the Client at their home, which implies a continuity.
- **Contract of Employment** – Contract that the Client, in case of long-term Nanny service, elaborates with the Nanny, according to the law.
- **Service agreement-** Agreement signed between the Client and MyBabysitter, in case of long-term Nanny service, which contains the obligations and rights of both parties.

### 2. Responsibilities of MyBabysitter

- To choose the babysitters/nannies who will be accountable for the provision of child care services;
- To assess the compatibility between the collaborators' profile and the profile sought by Clients;
- To attest the skills, qualifications, references and experience of the

babysitters/nannies, in order to select them, ensuring a high standard of quality and professionalism of the services provided, gathering all the information deemed necessary for that matter;

- To provide to the Client, where applicable, the information gathered about the babysitter/nanny;
- To remunerate the babysitters in the scope of the services provided to Clients, except in regular services;
- To provide to the Client, if necessary, a draft standard Contract of Employment, in case of Nanny service. MyBabysitter makes no representations whatsoever in relation to that document and cannot provide any legal advice to either party as to its content or the terms of employment between the Client and the Candidate or in fact any terms and conditions therein.

### **3. Client Responsibilities**

- To provide the conditions deemed necessary for the accomplishment of the babysitter's/nanny's activities;
- To ensure that all the information deemed necessary for the provision of the service is given and that such information is true and correct.
- To respect the babysitter, perceiving them as a qualified professional, and to dialogue whenever necessary;
- To comply with the schedules settled with MyBabysitter;
- To not assign functions to the babysitter that were not previously settled with MyBabysitter;
- To directly settle with MyBabysitter the schedules for the provision of the services (as well as their changes) and never directly with the babysitter, except when there is a need for extra hours;
- To directly deliver to MyBabysitter the value to be paid for the services provided, based on the number of hours previously settled;
- To inform the babysitter and MyBabysitter about the basic rules of the house (e.g.: what the children can/cannot do), as well as any behavioral, physical, psychological or mental event that is associated with the child and that is important in the context of the provision of services;

- To inform MyBabysitter of any claim or complaint concerning the performance of the babysitter during the provision of the service, within a maximum of 5 (five) days, counted as from the date of the occurrence;
- To know the whole content of these “Terms and Conditions”, establishing the commitment to abide by them;
- To sign, at the end of the service, the service sheet that accompanies the babysitter. In case you need additional time, you need to re-sign the service sheet;
- When requesting the service, communicate to MyBabysitter the need for administration of medication, if applicable;
- To provide the babysitter, in a situation of medicine administration, all the necessary instructions to conduct the task acknowledging that, by transmitting this information directly to the babysitter, the babysitter will be responsible for any failure in this regard;
- To sign the medication sheet, if applicable;
- To pay, in case the babysitting is in places that entail entrance (ex: accompaniment to the oceanarium), the entrance ticket of the babysitter;
- To sign our statement of responsibility if it’s necessary for the babysitter to go out with the child;
- To draw a Contract of Employment with the nanny, in case of long-term nanny service (part-time, full-time or live-in nannies) and to make all payments directly to the nanny, according to the range of values agreed with MyBabysitter;
- To sign a Service Agreement with MyBabysitter, in case of Nanny service;
- To inform MyBabysitter if, in the first 6 months of the nanny’s service, there is an increase in the workload, and pay the difference in the fee, if applicable.

#### **4. Responsibilities of the Babysitter**

- To provide all the information required by MyBabysitter, ensuring that such information is true and accurate;
- To not settle services and/or schedules directly with Clients, nor receive payments from them, except in the case of need for additional hours;
- To carefully read the guidelines sent by MyBabysitter;
- To have personal injury and indemnity insurance;

- To register, in the official service record sheet, the hours of service provided to Clients;
- To develop the MyBabysitter activity to Clients, in accordance with these general conditions and also with what is further agreed with MyBabysitter.

## **5. Conditions and remuneration of services**

- The minimum charge for each service is 3h;
- The promotions are not valid for services conducted in hotel units;
- The cost of the services conducted in hotel units should be checked directly with MyBabysitter.

### **5.1. Babysitting**

- The babysitting services must be paid prior to the service itself, using one of the payment methods available, according to the number of hours previously settled;
- The requested service is only confirmed after the proof of payment is received, which must be sent up to 48h before the start of the service. In case of service requests up to 48h of their start, the proof of payment must be sent no later than 2h after confirmation of availability by MyBabysitter. In case of default, the service is automatically canceled;
- The payment for services should be made directly to MyBabysitter. In case of overtime hours, these can be paid directly to the babysitter;
- Extra time is charged to each fraction of 15min, with a tolerance of 5min in each fraction;
- If the client voluntarily terminates the service earlier than what was agreed or paid for an individual service, the remaining amount will not be refunded nor put on credit.

#### **5.1.1. Service Cancellation**

- MyBabysitter reserves the right to cancel the babysitting service. In this case, the justification will be presented to the Client and the amount paid will be refunded within a maximum period of 24h;
- The cancellation of the service by the Client does not imply the return of any

amount previously paid. However, cancellations communicated 48h prior to the start of the service, or in which is presented a justification that MyBabysitter considers appropriate, allow the Client to use the amount paid to schedule a new service of the same nature;

- If the cancellation of the service is made by the Client within five hours of its start, a minimum of three hours will be charged;
- The five hours are counted considering the current office hours. Therefore, the cancellation should be reported to MyBabysitter within this schedule.

## **5.2. Nanny service**

- The nanny services should be hired with at least 15 days of notice;
- The amount to be paid to the nanny will depend on the type of service intended, workload, and profile intended by the client;
- The amount to be paid to MyBabysitter will be based on a single fee, which varies according to the type of service. Half of this amount is paid at the service's request, the other half before the nanny starts his duties;
- The payment of the last half of the fee must be made, at the most, within 2 working days after the nanny selection;
- None of the above fees are refundable, unless the Agency does not select an applicant;
- All long-term nanny services have a 60 days warranty. As for guarantee, it is understood that, in the event that the Client, for a valid reason, does not want to continue with the nanny that MyBabysitter has placed, it is the responsibility of the latter to select another nanny without any extra cost;
- In case the Client does not consider that the profile of the selected candidate complies with the profile they are seeking, MyBabysitter will be responsible for selecting another candidate at no additional cost, up to a maximum of one (1) rejection;
- The payment to the nanny, as well as all the contractual relationship is the client's responsibility.

## **6. Changes to “Terms and Conditions”**

- MyBabysitter reserves the right to change these “Terms and Conditions” without any prior notice. Nevertheless, whenever any change is conducted, the version number and its date will be updated. This way, we recommend that you regularly check the “Terms and Conditions” made available on the website [www.mybabysitter.pt/documents/termos e condicoes en.pdf](http://www.mybabysitter.pt/documents/termos_e_condicoes_en.pdf)