

GENERAL TERMS AND CONDITIONS

These BUSY BEES Terms and Conditions (hereinafter "Terms and Conditions", "Terms" or "Terms") constitute a legally binding agreement between you as a user of the Platform (as defined below) ("you" or "your") and BUSY BEES – FZCO, together with its affiliates (collectively, "BUSY BEES", "we", "us" or "our").

The Terms and Conditions govern your use of the BUSY BEES websites (including www.busy-bees.eu, www.busy-bees.at, and www.busy-bees.app) (collectively, "Sites"), Mobile Applications (collectively, "Apps"), and all related services, information, and communications (collectively, the "Platform" or "Busy Bees Platform").

The processing of any personal data that you submit to the Platform or that we collect about you is governed by our global [Privacy Policy](#).

Hese Terms apply together with the relevant Privacy Policy applicable in the country where the Task(s) are performed. Both documents are incorporated by reference into this Agreement (collectively, the "Agreement"). The Agreement also includes any other supplemental policies and terms expressly referenced in these Terms or otherwise made available or otherwise communicated to you. These also apply to your use of the Platform and are incorporated into the Agreement by reference.

By accepting the Terms and Conditions and/or accessing or using the Platform, you expressly declare that you have read, understood and accepted this Agreement and agree to be bound by it without limitation or reservation.

If you do not agree to the Agreement or do not wish to comply with its terms, you may not access or use the Platform.

Further information required by law about our company can be found in the legal notice ([imprint](#)) on our website.

Note on Written Form:

If a written form is required under these Terms and Conditions, the requirement shall be deemed fulfilled if the notification is sent by e-mail or via the Contact Form available on the Platform.

1. The Platform

1.1 Online Marketplace

The Platform is a web-based and app-based online-marketplace system that creates connections between Clients and Bees.

- Clients and Bees are collectively referred to as "Users".
- "Client(s)" (also referred to as "Client") - are natural or legal persons who wish to use short-term services ("Task(s)").
- "Bee(s)" (also referred to as "Bee" or "Contractor") – are natural or legal persons who legally provide services to Clients – either
 - as self-employed business users or freelancers, or
 - if permitted by law, in the context of simple, occasional or domestic ancillary or secondary activities without a trade licence.

This provision is based on the applicable national regulations on non-commercial or occasional activities, in particular:

- Austria: Section 2(1)(1) of the Austrian Trade Regulation Act 1994 (BGBL. 194/1994)
- Slovakia: Act No. 455/1991 on Trade Licensing (Trade Licensing Act - Section 3(1))
- Czech Republic: Act No. 455/1991 Coll. on Trade Licensing Act, § 3
- Hungary: Act LXXV of 2009 on Reportable Activities

Bees act independently and on their own account, under their own name or business name, and not in the name of BUSY BEES.

Clients set the bid price for a Task(s); Bees may accept, decline or adjust this price by agreement.

Bees are entitled to:

- maintain their own client base without restrictions from BUSY BEES,
- offer and provide their services outside the Platform, including competing platforms, and
- accept or reject Clients and Service Agreements (as defined below) in their sole discretion.

Bees are independent contractors of the Clients. Contracts for Task(s) are concluded exclusively between Clients and Bees – not with BUSY BEES – FZCO.

If a Bee is marked as "verified", "trusted" or "reliable" on the Platform, it simply means that it has met certain criteria defined by the Platform or has successfully completed an internal verification process.

Such designations are provided solely as information to Clients and do not constitute a recommendation, certification, or warranty by BUSY BEES. They do not imply any assurance as to the skills, qualifications, licences, insurance coverage, trustworthiness, safety, or suitability of a Bee (see Section 2.4.2.2).

1.2 The Role of BUSY BEES

The Platform is neither a service provider nor a company in the field of employment services, and BUSY BEES is not an employer of a User. Users are not employees, partners, representatives, agents, joint venture partners, independent contractors or franchisees of BUSY BEES. This applies regardless of whether Bees carry out their activity commercially or in the context of legally permissible, occasional or domestic ancillary or secondary activities.

Users expressly acknowledge and agree that BUSY BEES does not:

- perform any Task(s) itself or employ any persons to perform Task(s),
- supervise, direct, instruct, control, or monitor the work of Bees - including work location, working hours, or working conditions - nor provide tools or materials, nor cover any expenses, and
- exercise any control over the quality, timing, legality, execution, or any other aspects of Task(s) or users (including their actions or omissions). Nor does BUSY BEES assume any responsibility for the integrity, integrity, reliability, competence, qualifications or communication between users, nor for ratings or reviews that users give about other users. These evaluations are self-reliant and reflect personal opinions; BUSY BEES does not review or moderate them and assumes no liability for their content or effects.

The conclusion of a Service Agreement does not under any circumstances create any responsibility or liability for BUSY BEES, nor does it create an employment relationship or any other legal relationship between BUSY BEES and the User or between Clients and Bees.

Users are not authorised to act as representatives of BUSY BEES, engage BUSY BEES, or make statements on behalf of BUSY BEES – including, without limitation, that Bees may not modify all or part of BUSY BEES' monthly fees (see Section 3).

BUSY BEES is not responsible or liable for any workers' compensation insurance, tax payments or tax deductions, including but not limited to:

- applicable sales taxes, HST/QST/GST/PST,

- unemployment or employment insurance,
- statutory pension or disability insurance,
- applicable Value Added Tax (VAT), National Insurance, Employer Liability, Employer Training Charges, Social Security Contributions, PAYE or other payroll tax deductions,
- Income tax related to a user's use of the Platform.

Bee assumes full and sole responsibility for all necessary income, tax and social security contributions, including those to be withheld for Bee itself or any person employed by Bee to perform the Task(s).

Each user is fully responsible for the correct classification of his or her employed persons in accordance with the applicable legal regulations.

1.3 Licence

Provided that you comply with the terms of the Agreement (including, but not limited to, these Terms and BUSY BEES' Fair Use Policy), BUSY BEES grants you a limited, non-exclusive, non-transferable, and revocable licence :

- to access and use the Platform (in the locations and territories where the Platform is present),
- to download, access and use the App on your personal device, solely to support your use of the Platform, and
- to access and view all content, information and materials provided on the Platform - in each case for your personal use and the intended purpose of the Platform.

All users are subject to the Fair Use Policy and agree to comply with it when using the Platform.

Users may not copy, download, use, redesign, reconfigure, reverse engineer or redistribute the Platform or any content thereof (in whole or in part) without the prior written consent of BUSY BEES.

All rights not expressly granted by BUSY BEES are reserved.

1.4 User Representations and Warranties

By accessing and using the Platform, you represent and warrant that you:

- fully comply with the terms of the Agreement, including but not limited to these Terms, the Fair Use Policy, and other supplemental terms;
- are at least the minimum age required by law in the jurisdiction in which you reside and are otherwise able to form binding contracts;
- have the right, authority and capacity to enter into the Agreement – including the fact that you are authorised to act on behalf of a company or organisation on whose behalf you are entering into the Agreement and that such company/organisation is bound by the Agreement; this also applies to Bees who occasionally take on or offer Task(s) within the legally permissible framework.
- request and/or perform Task(s) only in a country where the Platform is present;
- respect the privacy (including but not limited to private, family and domestic life), property rights and privacy rights of other users and not record any Task(s) or interactions of or with any user and/or BUSY BEES (whether video, audio or otherwise) without obtaining the prior written consent of BUSY BEES and/or the relevant user, as applicable;
- act professionally and responsibly in your interactions with other users and comply with the obligations you make to other users - including clear and timely communication via the "Bees Chat" and presence and/or availability at the agreed times;
- use your government-issued legal name and/or legal company name (as per government-issued identification and registration documents) and a recent profile photo;
- comply with any applicable local, state, provincial, national or international laws in your use of the Platform;

- use the Platform to purchase or supply alcohol or any other controlled or illegal substance or service; and
- ensure that all communication related to Task(s) (including, but not limited to, scope of services, payments, and all issues relevant to Task(s)) remains on the Platform before, during, and after the Task(s).

1.5 Additional Representations and Warranties of Bees

If Bees carry out their activity on a commercial or self-employed basis, the following obligations apply. For Bees who offer Task(s) within the framework of legally permissible, occasional or domestic secondary activities, these obligations only apply to the extent that they are prescribed by national law.

1.5.1 Legal Status and Company Fundamentals

Bees use the Platform as self-employed contributors, sole proprietors, partnerships, limited liability companies, corporations, or other business entities.

They typically operate an independently established business that matches the type of services provided to Clients through the Platform and maintain their own clientele.

They have the full right to work in the jurisdiction in which they perform Task(s).

1.5.2 Legal and Operational Obligations

Bees have all necessary licences, permits, and/or registrations in place and maintain them at their own expense to the extent required by Applicable Law to perform their duties (including, if applicable, business licence, business tax registration, and/or a contractor's licence).

They have all the insurance required to run their business and perform the Task(s).

1.5.3 Responsibility for Accounting and Tax Obligations

Bees remain fully responsible at all times for the proper fulfilment of their legal and tax obligations, in particular:

- for the issuance, content and storage of invoices or receipts in accordance with the applicable national regulations,
- for all resulting tax consequences (e.g. VAT, income tax); and
- where required by law, for the electronic generation of invoices via the electronic systems provided for in each country. BUSY BEES assumes no responsibility or liability for this.

1.5.4 Quality, Transparency and Trustworthiness

- Bees respond promptly to invitations and provide their Clients with timely, high-quality services as agreed upon in the "Bees Chat". They only offer and perform Task(s) for which they have the necessary expertise and perform them safely as agreed. Bees always behave respectfully and professionally in communication via the "Bees Chat".
- Bees will promptly inform BUSY BEES in writing if they obtain potentially relevant criminal convictions while using the Platform (except for minor parking breaches or speeding).
- They upload a digital copy of their ID document to give their Clients a higher level of trust. This document will only be checked by BUSY BEES, marked as verified and will not be passed on to Clients.
- They provide comprehensive information about their professional skills, including text, photos, as well as links to their website and/or social media channels.

2. Use of the Platform

2.1 Registration

To use the Platform, registration and the creation of an account are required. BUSY BEES may refuse registration if it reasonably believes that a person could compromise the security or integrity of the Platform or where necessary to safeguard legitimate business interests.

2.1.1 Choice of Account Type

When registering, users choose whether to create a personal account or a business account.

- Private accounts may only be created by natural persons acting as consumers.
- Business accounts may only be created by individuals acting on their own behalf or on behalf of a company or organisation as business users.

2.1.2 Duty of Accuracy

Users are obliged to provide accurate, complete and up-to-date information when registering, in particular – but not limited to – surname, first name, company name, postal address, e-mail address and/or telephone number, and to keep them up to date at all times. Any changes must be promptly updated in the account settings or communicated to us by Written Notice.

Failure to provide or maintain accurate and up-to-date information may result in access being denied access to the Platform and/or BUSY BEES terminating this Agreement with you.

2.1.3 Evidence and Liability

BUSY BEES may request proof of business status for business accounts. Users remain solely responsible for the accuracy of their information, and BUSY BEES accepts no liability in this respect.

2.2 Account Security

You are fully and solely responsible for:

- maintaining the confidentiality of all logins, passwords and account numbers provided or given to you to access the Platform; and
- any activity that occurs under your password or account, even if not authorised by you.

BUSY BEES has no control over a user's account. You expressly agree to notify BUSY BEES immediately in writing if you suspect that an unauthorised person or third-party is using your Platform login credentials or if you become aware of any other security breach.

2.3 Bee Onboarding (Admission Process)

2.3.1 Background Checks

To the extent permitted by Applicable Law, Bees may be subject to a verification process prior to registering on the Platform and during their use, which may include, but is not limited to, identity checks and criminal background checks by third parties ("Background Check(s)").

As Bee, you expressly agree to submit to these background checks to the extent permitted by Applicable Law. BUSY BEES assumes no responsibility or liability for the accuracy or reliability of the background checks or for false or misleading information provided by users of the Platform.

2.3.2 Professional Licensing

BUSY BEES does not independently verify that Bees have the necessary expertise or have obtained the licences, permits, or registrations necessary to perform their duties.

It may be unlawful to perform certain Task(s) without the required licence, authorisation, or registration; their breach may lead to administrative measures, penalties or fines. Bees are solely responsible for avoiding such prohibited Task(s).

If you have any questions about how national, state, provincial, territorial, or local laws apply to your duties on the Platform, you should first seek appropriate legal advice.

Clients are solely responsible for the following:

- determining whether a Bee has the necessary skills and qualifications to perform a particular Task(s), and
- confirm that the Bee has obtained all necessary licences, permits or registrations, as applicable.

Clients may review national, state, provincial, territorial, and/or local regulations to determine whether certain Task(s) must be performed by a licensed or otherwise registered professional.

- Note on national information points:

For guidance, Clients and Bees can contact the responsible public authorities for questions about the legal classification, registration or licensing of activities. These authorities provide official information on trade and professional law requirements:

- Austria: Austrian Federal Economic Chamber (WKO) – www.wko.at
- Slovakia: District Office – Trade Register / Ministry of the Interior of the Slovak Republic – www.minv.sk
- Czech Republic: Trade Licensing Office / Ministry of Industry and Trade – www.mpo.cz
- Hungary: Hungarian Chamber of Commerce and Industry (MKIK) – www.mkik.hu

BUSY BEES does not provide legal, tax, accounting or commercial advice. Users are obliged to contact the competent authorities or qualified legal advice directly in the event of any ambiguities.

2.4 Service Agreement

The Platform allows Users to offer, search for, and book assignments (Tasks).

Viewing published Tasks is generally available free of charge to registered Users.

For Bees, contacting Clients and using the application function requires an active subscription in accordance with Section 3 of these Terms.

After Clients have identified and selected a Bee to perform a Task, they can communicate through the built-in communication module on the Platform (hereinafter referred to as "Bees Chat"; also referred to as "Chat Thread", "Messages", "Message History", "Conversation" or similar in the respective language versions) to agree on the scope, timeline and other details of the Task, including but not limited to specific hazards, obstacles or constraints at the Task location (whether visible or obscured) that may affect the performance of the Task.

The agreement on the scope of services and remuneration ("Cost Agreement") is concluded exclusively between the Client and the Bee in accordance with the provisions of Section 1.1.3 of these Terms. BUSY BEES does not become a party to this agreement.

2.4.1 Contract Formation

Once the Task(s) has been scheduled through the Platform by Bee, the Client and Bee enter into a legally binding contract for the Task(s), which includes:

- the proposed and accepted terms of engagement, and
- any other terms and conditions agreed upon by Customer and Bee in the "Bees Chat" for the Task(s) (the "Service Agreement").

2.4.2 Obligations of the Parties

Client and Bee each agree to comply with the Service Agreement and these Terms and Conditions during the commissioning, execution and completion of the Task(s).

Bees act independently and decide for themselves on the acceptance, execution and pricing of their Task(s). You are not considered an employee or representative of BUSY BEES.

2.4.2.1 Bees' own responsibility

Bees are responsible for issuing invoices or receipts to their Clients themselves where required by Applicable Law. These documents must comply with the respective national tax and accounting regulations. BUSY BEES is not responsible for the creation, transmission or retention of such documents and does not issue invoices on behalf of Bees.

Bees may only undertake those Task(s) for which they are legally entitled and professionally qualified (see Section 2.3.2).

Before accepting a Task(s), they must ensure that their activity is not subject to a trade licence or other registration requirement under the applicable national regulations.

2.4.2.2 Customer Responsibility

Notwithstanding any features or tools of the Platform that assist Clients in the selection process, the sole responsibility for determining the specifications of the Task(s), as well as for selecting and commissioning a Bee, rests with the Customer.

The Client is responsible for ensuring that the chosen Bee has the necessary qualifications and authorisations before booking a Task(s). BUSY BEES assumes no liability for the accuracy of the information provided by Bees or for the suitability of a Bee for any particular Task(s), to the extent permitted by law.

2.4.3 Liability of BUSY BEES

BUSY BEES is not a party to a service agreement. The conclusion of a service agreement does not create any responsibility or liability for BUSY BEES under any circumstances.

2.4.4 Ranking, Visibility and Sorting of „Tasks“

To comply with transparency requirements under Regulation (EU) 2019/1150 (the „P2B Regulation“), BUSY BEES expressly points out that the order in which Task(s) are displayed on the Platform is essentially determined by the following criteria:

- Time of publication (highest weighting),
- proximity to the location between the client and Bee,
- Filter and search criteria selected by the user (e.g. category, price, availability).

There is no preference given to individual Users or Task(s).

2.4.5 Access to Data under the P2B Regulation

Bees will only have access to the information that Clients are required to provide to create an assignment or that is voluntarily shared as part of a Task(s), such as name, contact details, job description and place of performance.

BUSY BEES does not provide any additional data and does not use the information exchanged between Clients and Bees for its own purposes, except when necessary for the operation of the Platform or as required by law.

This information will not be passed on to third parties.

2.5 Other Parties

2.5.1 Bee Assistants

If the Customer has agreed in advance in the "Bees Chat" to the involvement of Bee Assistant(s) (hereinafter "Bee Assistant(s)"; also referred to as "Helper", "Subcontractor", "Personnel" or similar in the respective language versions) for a Task(s), Bee may appoint such person(s) to perform a Task(s) in whole or in part, provided that they are registered through the Platform and meet all requirements under this Agreement.

Bee assumes full and sole responsibility for the acts and omissions of all Bee Assistant(s) deployed and is responsible in particular for:

- the lawful payment of all remuneration, benefits and expenses; any necessary and applicable tax deductions;
- ensuring that all Bee Assistant(s) are registered and approved as Bees on the Platform.

2.5.2 Customer Agents

If the Customer authorizes another person to book a Task(s) on its behalf or to be present in its place, it appoints that person as a representative (hereinafter "Customer Agent(s)").

The Client Agent(s) shall be deemed to have the authority to act as the Client's representative in relation to the Task(s) at hand. Customer agent(s) may direct or instruct the execution of the Task(s) by the Bee, and the Bee may follow this instruction as if it had been given directly by the Customer.

Customer assumes full and sole responsibility for all acts and omissions of the Customer Agent(s).

3. Fees, Billing, Invoicing and Payment; Cancellation

3.1 Subscription

Registration on the Platform and viewing published Tasks are free of charge.

Use of the application function by Bees is subject to the subscription fees displayed on the Platform or during the checkout process at the time the contract is concluded.

Such fees are payable to BUSY BEES and will be charged in accordance with the billing and payment terms specified during the checkout process.

3.2 Payments between Users

Pricing is determined between the Client and the Bee: Clients can propose a price when creating the Task(s); Bees can accept, reject or make a counteroffer. The final price and the scope of services will only be determined with the express agreement of both parties on the Platform. BUSY BEES does not set prices, does not become a party to the contract and does not collect any fees agreed between the Users. Any subscription fees under this Section 3 remain unaffected.

BUSY BEES is not a party to Task(s) performed between Users and assumes no responsibility or liability for payments made between Clients and Contractors ("Bees") in connection with the performance of Task(s).

All payments in this regard are made exclusively between the users involved.

The contractors' invoicing and proof obligations in this context are based on Section 2.4.2.1 of this Agreement.

3.3 Refunds

Except as expressly provided in this Agreement, all subscription fees paid to BUSY BEES are non-refundable. This does not affect the statutory right of withdrawal for consumers under Section 24.

3.4 Memberships and Subscriptions

3.4.1 Free Basic Access

Registered Users may view published Tasks free of charge and create their own Tasks on the Platform.

Use of the application function and contacting Clients as a Bee require an active paid BusyBees subscription.

3.4.2 Paid Subscriptions (1, 3, 6, and 12 months)

Paid BusyBees Active Subscriptions have the following minimum terms and monthly prices (including all taxes and fees).

- BusyBees Active 1: 1 months (€14.90 per month)

- BusyBees Active 3: 3 months (€9.90 per month)
- BusyBees Active 6: 6 months (€6.90 per month)
- BusyBees Active 12: 12 months (€4.90 per month)

With a BusyBees subscription, Bees can use the application function, contact Clients, and accept and complete Tasks posted by other Users. The ability to create their own Tasks and view published Tasks remains unaffected.

The applicable subscription fee will be automatically charged using the payment method selected by the User.

Subscriptions are concluded for the selected minimum term and will automatically renew for the same term upon expiry unless cancelled in due time.

The subscription may be cancelled by the User at any time through their user account or in writing. The cancellation will take effect at the end of the current minimum subscription term.

The subscription, including the agreed payment obligations, will remain in effect until the end of the applicable term.

The right to terminate for good cause remains unaffected.

4. Promotions and Promo Codes

BUSY BEES may from time to time provide Users with certain optional promotional codes, opportunities, and contests. All such optional promotional opportunities are operated at the sole discretion of BUSY BEES, are subject to the terms and conditions applicable to them, and may be implemented, modified or removed by BUSY BEES at any time without notice.

The liability of BUSY BEES and its affiliates relevant to such promotions and contests is subject to the limitations set out in Section 13 (Limitation of Liability) of these Terms.

5. Public Areas

The Platform may contain profiles, e-mail systems, blogs, message boards, reviews, Task(s) postings, chat areas, newsgroups, forums, communities, and/or other message or communication facilities ("Public Areas") that allow Users to communicate with other Users. You may use such Public Areas only to send and receive messages and materials that are relevant and appropriate to the relevant forum.

You understand that all Submissions in Public Areas are public and you will be identified by your name or login ID when communicating in those areas. BUSY BEES assumes no responsibility or liability for the actions of Users with respect to information or materials posted or disclosed in Public Areas.

6. Account Suspension and Complaint Procedure under the Digital Services Act (DSA)

6.1 Measures taken by BUSY BEES

In the event of an actual or suspected breach of this Agreement (including, but not limited to, abuse, fraud, or interference with the proper functioning of the Platform), BUSY BEES may:

- suspend your right to use the Platform pending final investigation; or
- Deactivate your account or restrict your use of the Platform once a breach is confirmed.

6.2 Notification and Justification of Measures

BUSY BEES will inform you immediately in writing about the measures taken.

Such notification shall state the reasons for the decision, the underlying legal or contractual basis, the relevant facts and references to available legal remedies and appeals.

6.3 Notification Procedure for Illegal Content (Art. 16 DSA)

Reports of allegedly illegal content or Task(s) can be submitted to us in writing and must contain at least the following information:

- the URL or other unique identifier of the information in question,
- a statement of reasons, including an indication of the legal basis,
- the contact details of the person making the report.

BUSY BEES acknowledges receipt and checks the report without undue delay and within a reasonable time.

Measures taken (e.g. removal or blocking of content or accounts) will be communicated to the affected user immediately including the reasons for its decision.

6.4 Appeal and Internal Complaints System (Art. 20 DSA)

If your account is suspended, deactivated, restricted, or content is removed, you may file an appeal within six months using the Complaint Form provided. BUSY BEES examines each complaint carefully, objectively, and within a reasonable time frame and communicates the result with a justification.

6.5 Prohibition of Circumvention

If your account is suspended, deactivated, or restricted, you are prohibited from registering a new account, including (but not limited to) usernames, identities or contact details (whether under your name/company name or any other name/company name).

7. Termination

You may terminate this Agreement at any time by ceasing to use the Platform and closing your account in accordance with BUSY BEES' deactivation terms.

BUSY BEES may also terminate this Agreement and restrict or withdraw access to the Platform (subject to Section 6) at any time if you violate any provision of this Agreement or Applicable Laws.

Notwithstanding the suspension, termination, or limitation of your right to use, this Agreement will remain enforceable against you. BUSY BEES reserves the right to take appropriate legal action.

8. User-Generated Content; Feedback

8.1 User-Generated Content

"User-Generated Content" means any information, content, and materials (including text, videos, recordings, photographs, voices) that you provide to BUSY BEES, its agents, affiliates, corporate partners, or other users in connection with your registration for and use of the Platform, including, but not limited to, content posted or transmitted in Public Areas.

User-Generated Content does not reflect the opinion of BUSY BEES and is not reviewed or approved by BUSY BEES.

You acknowledge and agree that BUSY BEES:

- is not involved in the creation or development of User-Generated Content and does not control it;
- is not responsible or liable for any User-Generated Content – including its accuracy or the results obtained from using or relying on it;
- may monitor or review User-Generated Content, but is not obligated to do so; and

- reserves the right to restrict, block or remove any User-Generated Content that fails to comply with this Agreement.

To the fullest extent permitted by law, you hereby grant to BUSY BEES a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up, unrestricted, sublicensable (through multiple tiers), transferable right and licence to:

- publish, reproduce, distribute, transmit, modify, adapt, translate, create derivative works from, publicly perform, display (in whole or in part), use and otherwise use your User-Generated Content;
- including (without limitation) in connection with advertising, marketing and/or publication of the Platform;
- without your authorisation or any compensation to you.

You acknowledge and agree that the foregoing licence also extends to your name, username, likeness, silhouette, and other reproductions of your physical likeness, voice, likeness, screen name, and/or biographical, professional, and/or other identifying information (collectively, "Image"), and BUSY BEES and its affiliates may use the same in accordance with this Section, including on Third-Party Websites, social media platforms, and digital platforms owned or controlled by us or our affiliates.

You represent and warrant to BUSY BEES that:

8.1.1 you have the lawful authority to grant the rights to your User-Generated Content as set forth herein and that such rights will not adversely affect the rights of any third-party; and

8.1.2 Your User-Generated Content will not:

- be false, inaccurate, incomplete, or misleading;
- be fraudulent or involve the transfer or sale of illegal, counterfeit or stolen items;
- infringe any copyright, patent, trademark, trade secret, or other proprietary or Intellectual Property Rights, or the privacy rights of any third-party;
- violate any law, regulation, code of conduct or other regulatory requirement;
- be defamatory, libellous, malicious, threatening, harassing, or otherwise unlawful;
- be obscene or contain pornography (including child pornography) or be harmful to minors;
- contains viruses, Trojan horses, SQL injections, worms, time bombs, corrupted files, cancelbots, or other computer programming routines that damage or interfere with any system, data, or personal information;
- claim or imply that you are employed or affiliated with BUSY BEES, or act as an agent of BUSY BEES;
- create liability for BUSY BEES or cause BUSY BEES to lose services of its Internet Service Providers or partners.

You hereby waive:

- any moral rights associated with the User-Generated Content, to the extent permitted by law;
- all claims relating to the User-Generated Content and its use by BUSY BEES as well as to your likeness.

You release the BUSY BEES Parties from any and all liabilities, including, but not limited to: defamation, malicious falsehood, violation of privacy, publicity or personality, arising out of or related to BUSY BEES' use and exploitation of such User-Generated Content and your likeness.

BUSY BEES is entitled to identify a User to other Users or third parties who claim that their rights have been infringed by User-Generated Content submitted by that User, so that the matter can be resolved directly with the User concerned.

If you believe in good faith that User-Generated Content promotes crimes against humanity, incites hatred or violence, or contains child pornography, you must notify BUSY BEES immediately by Written Notice.

8.2 Feedback

The Platform contains User-Generated Content in the form of ratings and reviews of individual Bees ("Feedback") that allow Users to express their experiences and view the experiences of other Users. Feedback represents the personal opinion of the respective user and has not been reviewed or approved by BUSY BEES.

BUSY BEES does not rate users. BUSY BEES may, but is not obliged to, remove or modify Feedback.

Users may request that Feedback be deleted if it violates this Agreement. For this purpose, a written notification to BUSY BEES is sufficient.

9. Intellectual Property Rights

The Platform and all of its components and all content provided and/or displayed on it (including the Trademarks (as defined below) and all text, graphics, editorial content, data, formatting, diagrams, designs, HTML, look and feel, photographs, music, sounds, images, software, video, fonts, information, tools, designs, user interfaces and other content - including coordination, selection, arrangement and enhancement, and all related Intellectual Property Rights (collectively, „Proprietary Material“) are owned by BUSY BEES, with the exception of User-Generated Content and Third-Party Websites made available on or through the Platform.

The Proprietary Material is protected by national and international laws in all forms, media and technologies now known and hereafter developed, including those relating to copyright, patent law, and other proprietary rights. Any use of the Proprietary Material not expressly permitted by the Agreement is prohibited.

BUSY BEES' service marks, logos, and trademarks ("Trademarks"), including, but not limited to, those for BUSY BEES, are the property of BUSY BEES. The Trademarks may not be used by Bees. You may not copy or use the Trademarks without first obtaining the express written consent of BUSY BEES.

10. Links to Third-Party Websites

The Platform may contain links (including, but not limited to, hyperlinks, external websites embedded within the Platform, as well as advertisements displayed in this context – including those that appear in banners or other advertising formats – to Third-Party Websites) operated by parties over which BUSY BEES has no control.

Such links are provided for reference and convenience purposes only and do not constitute any endorsement, guarantee, or warranty by BUSY BEES, nor a link to these websites, their content or their operators. It is your responsibility to evaluate the content and usefulness of the information obtained through other websites. Use of any website controlled, operated, or owned by third parties is subject to their respective Terms and Conditions and privacy policies. Access to and use of Third-Party Websites are entirely at your own risk.

BUSY BEES has no obligation to monitor, screen, restrict, or remove any links to Third-Party Websites, but reserves the right to do so at its sole discretion. BUSY BEES

- expressly disclaims any responsibility or liability for any such links or Third-Party Websites (including your access to or use of them, as well as any products or services advertised or offered therein, and any claims arising therefrom); and
- is not, and will not be, a party to any transaction between you and third-party providers of products or services.

You expressly release BUSY BEES from any and all liability arising from your access to and/or use of any Third-Party Websites.

11. Copyright Complaints and Copyright Agent

If you believe in good faith that any materials provided on or in connection with the Platform infringe your copyright or other Intellectual Property Rights, please send us the following information in writing:

- A description of the copyrighted work that you claim has been infringed, including the URL (internet address) or other specific location on the Platform where the material that you claim has been infringed is visible. Include enough information for BUSY BEES to locate the material and explain why you think a violation occurred.
- A description of where the original or an authorised copy of the copyrighted work exists — such as the URL at which it was published or the name of the book in which it was published.
- Your first and last name, address, telephone number and e-mail address.
- A statement that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law.
- A statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.
- Your electronic or physical signature as the copyright owner or authorised person acting on the owner's behalf.

Please send us the above information in writing.

Under local law, and if you knowingly misrepresent that online material infringes copyright, you may be prosecuted for perjury and civil penalties, including damages, court costs, and lawyers' fees.

Please note that the procedure described herein is solely to notify BUSY BEES and its affiliates that your copyrighted material has been infringed. The above requirements are intended to correspond to the rights and obligations of BUSY BEES, but do not constitute legal advice. It may be advisable to consult a lawyer regarding your rights and obligations under Applicable Law.

In accordance with applicable international copyright laws and other Applicable Laws, we have implemented a policy that terminates, suspends or deactivates Users who are considered repeat infringers in certain circumstances.

We may also, in our sole discretion, restrict access to the Platform and/or terminate the user accounts of users who infringe the Intellectual Property Rights of others, whether or not it is a repeat infringement.

12. Disclaimer

Use of the Platform is entirely at your own risk.

The Platform and its underlying technology are provided “as is” and “as available” without warranties or conditions of any kind, whether express or implied. This includes, but is not limited to, warranties or conditions of satisfactory quality, fitness for a particular purpose, workmanlike performance, compliance with applicable laws, and non-infringement of third-party rights.

Without limiting the above, BUSY BEES and its owners, partners, affiliates, licensors, and their respective directors, officers, shareholders, agents, investors, subsidiaries, lawyers, representatives, insurers, employees, successors and assigns (collectively “Affiliates” and together with BUSY BEES, the “BUSY BEES Parties”):

- make no representations or warranties regarding the topicality, suitability, accuracy, reliability, completeness or content of the Platform, the results of its use, or any Task(s) or services provided through it, including services offered by users and their interactions (such as professional accreditation or licensing by Bees);
- do not guarantee that the Platform is or will be error-free or that access will be uninterrupted;
- do not guarantee that the Platform is free from viruses, worms, Trojan horses, system failures or other harmful components or malfunctions, including hyperlinks to or from third-party websites;

- do not warrant, endorse, guarantee or assume any responsibility for products or services offered or advertised by third parties (including Bees) via the Platform or linked websites, and BUSY BEES is not involved in or monitoring any such transactions.

These Terms grant you certain legal rights, and you may have other rights depending on your jurisdiction. The disclaimers, exclusions and limitations in these Terms do not apply where prohibited by Applicable Law. Mandatory statutory consumer rights remain unaffected.

Despite appropriate technical and organisational measures, complete protection against unauthorised access or unlawful actions by third parties cannot be guaranteed. Mandatory rights, in particular under the GDPR (including Article 82), remain unaffected.

13. Limitation of Liability

13.1 General

Use of the Platform is at your own risk. BUSY BEES provides the Platform "as is" and assumes no liability for damages, unless these are based on intent or gross negligence.

13.2 Exclusion of Certain Damages

To the fullest extent permitted by law, BUSY BEES, its owners, partners, affiliates, licensors, and their respective agents and employees shall not be liable for any indirect, incidental, special, or consequential damages—including, but not limited to, lost profits, loss of data, loss of use, loss of goodwill or reputation, or cost of substitute services—arising out of or in connection with the use of, or inability to use, the Platform.

13.3 Liability Cap

If, despite the foregoing exclusions, liability is determined, it will be limited to the following amounts, to the extent permitted by law:

- For Clients: the fees paid to BUSY BEES in the three months prior to the claim arising.
- For Bees: to the Task(s) remuneration received by Clients in the three months prior to the entitlement arising.

13.4 Exceptions (mandatory law)

Nothing in these Terms excludes or limits BUSY BEES' liability for:

- death or personal injury caused by negligence,
- intentional misconduct or gross negligence,
- Breaches of mandatory consumer protection regulations.

13.5 Force Majeure

BUSY BEES shall not be liable for delays or non-fulfilment caused by events beyond its reasonable control, such as natural disasters, war, acts of terrorism, labour disputes or strikes, official measures, power or internet failures or other force majeure events, including cyber-attacks or other security-related disruptions to the IT infrastructure.

13.6 Mandatory statutory consumer rights remain unaffected.

14. Compensation - Indemnity

Users' indemnity obligations are set out below in this section. BUSY BEES reserves the right, in its sole discretion, to assume the exclusive defence and control and control of any matter otherwise subject to your indemnification. You will not settle any claim or matter in any event without the prior written consent of BUSY BEES.

The indemnification obligation only applies to the extent that it does not violate mandatory statutory provisions. For consumers, the statutory liability regulations remain unaffected. In addition, the obligation to indemnify only exists if the respective user is responsible for the violation or breach of duty.

The indemnification also includes claims related to any means of communication initiated or tolerated by you (including telephone calls, messages or similar communications) relating to the use of the Platform or the performance of Task(s), to the extent permitted by law and not precluded by mandatory Consumer Rights.

An indemnification does not extend to claims that were neither known to the indemnifying user at the time the indemnity was granted nor should have been recognizable with due care. Mandatory statutory consumer rights remain unaffected.

14.1 Compensation for Clients

If you are a Client, you must indemnify, defend and hold harmless BUSY BEES and its Affiliates from any and all liabilities incurred in connection with

- your use, inability to use or participate in the Platform;
- your breach of the Agreement;
- your violation of any law or the rights of a user or third-party;
- your use of any Third-Party Links or Websites that appear on the Platform;
- User-Generated Content and/or Feedback submitted by you or using your account on the Platform, including, but not limited to, the extent to which such content may infringe the Intellectual Property Rights of any third-party or be otherwise illegal; and
- the acts or omissions of Client Agents.

14.2 Compensation for Bees

If you are a Bee, you must indemnify, defend and hold harmless BUSY BEES and Affiliates from any and all liabilities incurred in connection with

- your use, inability to use or participate in the Platform;
- your participation in Task(s) or your ability or inability to perform Task(s) or receive payment for them;
- your breach of the Agreement;
- your violation of any law or the rights of a user or third-party;
- User-Generated Content and/or Feedback submitted by or about you or using your account on the Platform, including, but not limited to, the extent that such Content may infringe the Intellectual Property Rights of any third-party or be otherwise illegal; and
- the acts or omissions of Bee Assistants.

15. Dispute Resolution

In order to expedite the resolution of any dispute, controversy or claim related to your use of the Platform, your relationship with BUSY BEES, Task(s) or the Agreement (including previous versions) ("Dispute") and to reduce costs, you may attempt to reach an amicable solution with BUSY BEES before initiating any out-of-court settlement (e.g., mediation or arbitration) or legal proceedings (except as set out in Section 24).

Such informal negotiations will be initiated after written notification. Your address for such notifications will be the one associated with your account, with an e-mail copy to the e-mail address you have provided to BUSY BEES. The address of BUSY BEES for such a notification can be found on the Platform info page.

16. Apps from the App Store

When you access or download an App from the Apple App Store™, you agree to and will comply with Apple's [LICENSED APPLICATION END USER LICENSE AGREEMENT](#) in your access to and use of the App(s). When you access or download an App from the Google Play Store™, you agree to and will comply with [the Google Play Terms of Service](#) when accessing and using the App(s).

Notwithstanding the above, the contractual partner of the BUSY BEES App remains exclusively BUSY BEES – FZCO (see Section 22).

17. Changes to the Agreement, Platform and App

17.1 Changes to the Agreement

BUSY BEES reserves the right, for legitimate and proportionate reasons, to review, change, modify, update, amend, suspend, discontinue, or delete any provision of the Agreement, including the Terms and Conditions, Privacy Policy, Acceptable Use Policy, and the Good Faith Policy or Fair Use Policy, at any time.

Notification of such changes may be provided by posting the updates or modifications (or notice thereof) on the Platform, at the online location of the relevant terms, policies or supplemental terms, by e-mail or other reasonable means. The changes will take effect upon publication. Your continued use of the Platform following such posting constitutes your agreement to be bound by the Agreement, as amended from time to time.

Notwithstanding the foregoing, if such changes and/or updates are material, you will be notified in advance (in the manner described in this Section) of your acceptance or rejection.

If changes to the Agreement are unacceptable to you or cause you to cease to comply with the Agreement, the previous terms will apply to your current Tasks, but you will not be able to use the Platform or complete new Duties. You must deactivate your account and stop using the Platform immediately.

After you have been notified of material changes, your continued use of the Platform following any revision of the Agreement constitutes your full and irrevocable acceptance of all such changes, except where prohibited by law or regulation in your jurisdiction.

To the extent permitted by law, BUSY BEES will not be liable to you for any modification to all or any part of the Agreement.

17.2 Changes to the Platform

BUSY BEES reserves the right to review, improve, modify, update, upgrade, limit, or restrict access to all or any part of the Platform (including any content or information available on or through the Platform) at any time with prior notice (where reasonably possible) and without any liability to BUSY BEES, whether temporarily or permanently.

To the extent permitted by law, BUSY BEES will not be liable to you for any updates, upgrades, modifications, or discontinuance of all or any part of the Platform.

17.3 Updates and Upgrades for Mobile Apps

By installing the App(s), you agree to the installation and any updates or upgrades released through the Platform. The App, including any updates or upgrades, may cause your device to automatically communicate with BUSY BEES' servers to provide App functionality and record usage metrics. It may also influence App-related preferences or data stored on your device and collect personal data as set out in our Privacy Policy. You can uninstall the app(s) at any time.

18. No rights of third parties

Except as expressly set forth herein and/or otherwise required by Applicable Law, the Agreement shall inure solely to the benefit of BUSY BEES and the User and their permitted successors or assigns, and there are no other third-party beneficiaries under the Agreement.

None of the provisions of the Agreement shall be enforceable by any person who is not a party to the Agreement; provided, however, that BUSY BEES may enforce such provisions for the benefit of its Affiliates.

19. Notices and Consent to Receive Communications by Electronic Means

Except as otherwise provided in the Agreement, all agreements, notices, disclosures and other communications (collectively, "Notices") under the Agreement shall be in writing and shall be deemed duly served upon receipt of the recipient. Access exists in particular in the following cases:

- if they are delivered in person or sent by registered letter or registered letter with acknowledgement of receipt as soon as they come into the addressee's sphere of control or influence;
- if access is confirmed electronically;
- if they come into the recipient's sphere of influence by fax or e-mail, regardless of whether actual knowledge is taken; or
- on the day on which an approved overnight delivery service declares the delivery to have taken place.

Notwithstanding the foregoing, all notices relating to the Agreement will be delivered to you electronically (including, but not limited to, by e-mail or by posting on the Sites). You agree to receive communications in this manner.

All electronically transmitted notices meet the legal requirements for written form. Mandatory statutory provisions remain unaffected and shall prevail in case of conflict.

If you have any questions about these Terms and Conditions or the Platform, please contact us in writing.

20. Consent to Electronic Signatures

By using the Platform in a possible future phase, you already agree to carry out electronic transactions through the Platform;

- that your Electronic Signature is the legal equivalent of your manual signature and has the same legal effect, validity, and enforceability as a paper-based signature;
 - that your use of a keyboard, mouse, or other device to select an item, button, icon, or similar action represents your signature as if it had actually been signed by you in writing; and
 - that no verification by a certificate authority or other third-party verification is required to validate your Electronic Signature, and that the absence of such certification or verification by a third-party will in no way affect the enforceability of your Electronic Signature.
-

21. Governing Law

Except for Sections 15 (Dispute Resolution) and/or 25 (Court-Specific Provisions), this Agreement and your use of the Platform are subject to the following provisions (excluding choice of law principles).

21.1 Territorial scope

The use of the Platform is only permitted to persons residing within the European Union, the European Economic Area (EEA) or Switzerland, as well as in countries where BUSY BEES legally offers its services.

Persons residing outside of these territories – in particular in the United States of America and Canada – are not permitted to use the Platform.

21.2 Consumer

For consumers residing in a member state of the European Union, the European Economic Area (EEA), the United Kingdom (UK) or Switzerland, the law of their country of residence always applies.

Consumers may bring disputes related to this Agreement or the use of the Platform in the courts of their country of residence.

These mandatory rights of consumers remain unaffected by the subsequent choice of law.

21.3 Business User

The law of the United Arab Emirates (UAE) applies to all Users who are acting in the exercise of their commercial or self-employed activity (entrepreneurs) when concluding the Agreement, as well as to Users residing outside the countries referred to in Section 21.2.

The place of jurisdiction for all disputes shall be Dubai, UAE, unless mandatory law of the relevant jurisdiction provides otherwise.

The foregoing choice of law shall not apply to the extent that mandatory national or international regulations—including federal, state, provincial, local, or international laws, ordinances, judgements, or governmental orders—require the application of the law of the country in which the particular Task(s) are performed.

21.4 Interpretation and rights of third parties

This clause serves solely to determine the Applicable Law for the interpretation of this Agreement and does not create any substantive claims for persons who are not parties to this Agreement.

21.5 Intellectual property

This does not affect BUSY BEES' right to initiate proceedings for the protection of its Intellectual Property Rights before a court of competent jurisdiction in any jurisdiction.

22. Operator and Contact Details

The BUSY BEES Platform, including websites and apps, is owned by

BUSY BEES – FZCO, Premises No. 46510-001IFZA Business Park, DDP, Dubai Silicon Oasis

a company based in Dubai, United Arab Emirates, and is operated by it. Further information can be found in our [imprint](#).

Notwithstanding distribution via the Apple App Store™ or Google Play Store™, the contract for the use of the Platform is concluded exclusively between you and BUSY BEES – FZCO. Apple Inc. and Google LLC act only as operators of the App Stores and are not contracting parties with respect to the Platform or the services offered.

If you have any questions about this Agreement or the Platform, please contact us in writing.

22.1 Digital Services Act (DSA) Contact Points; EU Representatives

In accordance with Art. 11–12 DSA, BUSY BEES designates the following contact points:

- For EU Member State authorities, the European Commission and the European Digital Services Board: office@busy-bees.eu
- For users/business users: support@busy-bees.eu
- Contact Form: <https://busy-bees.eu/de/contact-us>

23. General Provisions

23.1 Relationship of the parties

There is no agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship between you and BUSY BEES that does not exist, is intended, or is created by the Agreement or your use of the Platform. Users are not authorised to act as agents for BUSY BEES, bind BUSY BEES, or make any representations.

23.2 Entire Agreement

The Agreement (including any terms and conditions linked to and incorporated by reference herein) constitutes the complete and exclusive agreement between you and BUSY BEES with respect to your use of the Platform and supersedes all prior or contemporaneous agreements, proposals, or communications.

23.3 Severability Clause; Waiver

Except for the "Class Action Prohibition Agreement" provision in Section 25.3, in the event that any provision is found to be invalid, illegal, or unenforceable in whole or in part:

- modify or restructure this provision to the extent and in the manner necessary to make it valid, legal and enforceable, or
- if such provision cannot be amended or restructured in this manner, it shall be deleted from the Agreement without affecting the validity, legality, or enforceability of the remaining provisions.

The failure of BUSY BEES to enforce one or more provisions of the Agreement shall not be construed as a waiver of any provision or right.

You hereby acknowledge and agree that BUSY BEES may assign or transfer its rights and obligations under these Terms and Conditions without your consent. In any case, this assignment will be communicated to the User, who, in the event provided for by law, may terminate the Agreement and cease using the Platform.

As of the effective date of the assignment of the Agreement,

- BUSY BEES will be released from all rights, obligations and/or liabilities to you arising in respect of events occurring after the effective date of the assignment, and
- the assignee shall assume the rights and obligations of BUSY BEES' under the Agreement for the performance of the Agreement.

You may not assign or transfer the Agreement without our prior written consent. Any assignment in violation of this Section 23 shall be null and void.

The agreement will benefit BUSY BEES, its successors and assigns. All portions of the Agreement that by their nature should survive the expiration or termination of the Agreement shall remain in full force and effect after and regardless of the expiration or termination of the Agreement or your use of the Platform.

24. Right of Withdrawal

24.1 Consumers in EU Member States, EEA countries and the United Kingdom (UK)

You have the right to withdraw from this contract within 14 days without giving reasons. The withdrawal period is 14 days from the day of conclusion of the contract.

24.2 Consumers in the Principality of Monaco

Consumers have the right to withdraw from this contract within 7 days without giving reasons, in accordance with Ordonnance souveraine n° 2.585 du 3 septembre 2010. The revocation period begins on the day of conclusion of the contract.

24.3 Consumers in Switzerland

For consumers residing in Switzerland, there is no legal right of withdrawal in the case of distance contracts. A right of withdrawal only exists in exceptional cases provided for by law (e.g. doorstep selling pursuant to Art. 40a et seq. CO). In addition, BUSY BEES does not grant a voluntary right of withdrawal.

24.4 Consequences of withdrawal

If you withdraw from this contract, we must repay you, without undue delay and no later than 14 days, all payments we have received from you from the day on which we receive the notification of your withdrawal from this contract.

For this refund, we will use the same means of payment that you used for the original transaction, unless otherwise expressly agreed with you. In no case will you be charged any fees for this repayment.

The right of withdrawal may expire prematurely under the applicable legal provisions, in particular where the consumer has expressly requested that BUSY BEES begin providing the service before the expiry of the withdrawal period and the service has been fully performed.

24.5 Withdrawal form

To exercise your right of withdrawal, you must contact us

BUSY BEES – FZCO

Premises No. 46510-001

IFZA Business Park, DDP, Dubai Silicon Oasis

Dubai, United Arab Emirates

E-mail: office@busy-Bees.eu

inform you of your decision to withdraw from this contract by means of an unequivocal written statement.

You can use the model withdrawal form below, but it is not mandatory. (*) Delete as appropriate.

Sample withdrawal form

BUSY BEES – FZCO

Premises No. 46510-001

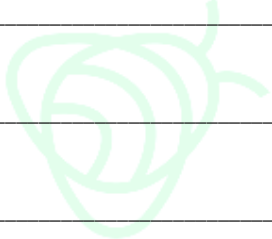
IFZA Business Park, DDP

Dubai Silicon Oasis

Dubai, United Arab Emirates

E-mail: office@busy-Bees.eu

I/we (*) hereby withdraw *from the contract concluded by me/us (*)* for the purchase of the following goods (*) / *the provision of the following service (*)*



Ordered on (*) / *received on (*)*

Name of consumer(s)

Address of the consumer(s)

Date

Signature of the consumer(s)
(only if notified on paper)

25. Court-Specific Provisions, including Dispute Resolution

The provisions in this section apply to users in the mentioned jurisdictions. To the extent that there is any discrepancy between these Global Terms and Conditions and the following Country-Specific provisions, the Country-Specific provisions shall prevail for users in those jurisdictions.

These arbitration provisions apply exclusively to users to whom BUSY BEES legally offers its services and who are not subject to the mandatory law of an EU/EEA member state or Switzerland.

25.1 Scope of the Arbitration Clause

- Consumers within the meaning of these T&Cs (natural persons who are not acting in the exercise of a commercial or self-employed activity when concluding a contract) who are domiciled in the EU, EEA, UK or Switzerland are exempt from the Arbitration Clause and may bring disputes before the ordinary courts of their country of residence.
- Consumers residing outside of these jurisdictions are exempt from the Arbitration Clause to the extent that their Applicable Law makes such an exception mandatory.
- Business Users within the meaning of these Terms and Conditions (natural or legal persons acting in the exercise of their commercial or self-employed activity when concluding the contract) as well as users residing outside the EU are subject to the Arbitration Clause to the extent permitted by their Applicable Law.

Mandatory statutory provisions, in particular for the protection of consumers, remain unaffected.

25.2 Binding Arbitration

To the extent permitted by law, you and BUSY BEES agree to binding arbitration to resolve all disputes on an individual basis.

- **Scope:** This Arbitration Clause applies if it has been clearly displayed to you prior to the conclusion of the contract and has been expressly accepted by you.
- Outlasts the termination of the Agreement and your relationship with BUSY BEES.
- Refers to all disputes relating to the use of the Platform, Task(s), agreements (including previous versions) and claims by or against BUSY BEES Affiliates.
- **Covered Claims:** All disputes relating to use, Task(s), agreements, including claims from/against affiliates and prior versions of the Agreement. These include, among others:
 - Payments, Wage and Working Time Laws, Compensation, Meal or Rest Breaks, Reimbursement of Expenses
 - Wrongful dismissal, discrimination, harassment, retaliation
 - Fraud, defamation, trade secrets, unfair competition
 - Personal injury, property damage, emotional distress
 - Promotions, offers, suspension or deactivation of the account
 - Infringements
 - Claims under consumer protection laws, antitrust law, GDPR
 - Fair Labour Standards, Civil Rights, Disability Rights, Age Discrimination, Family Vacation, Retirement Plans
- **Arbitrability:** Disputes about the arbitrability of a claim are also decided by arbitration. Third-party beneficiaries are also subject to this arbitration agreement. Non-arbitrable claims will be suspended until the conclusion of the arbitration proceedings.
- **Waiver of Legal Proceedings:** You acknowledge that you and BUSY BEES waive the right to resolve disputes in court to the fullest extent permitted by law.

25.3 Prohibition of class actions

To the extent permitted by law, all claims are on an individual basis. You and BUSY BEES waive participation in class actions or class arbitrations. The arbitrator may not consolidate claims or conduct class/representative proceedings.

25.4 Rules and Logistics for Arbitration

- Initiation at the competent arbitration association, written application to the opposing party.
- Headquarters: Dubai, UAE; Language of the case: English
- Proceedings before a single arbitrator, mutually determined, or appointed by the arbitration association after 30 days in accordance with the DIAC Rules.
- Proceedings are governed by applicable arbitration rules; Cost distribution according to agreement.
- Claim for disclosure of non-privileged information, claims for declaratory relief and injunctive relief only in favor of the requesting party.
- Statute of limitations: Claims are subject to the statutory time limits; failure to assert the claim within the time limit forfeits the claim.
- Place of negotiation: with "Bee" remotely or in the district of the billing address; with "Customer" remotely or in the area of the service. In case of unavailability, the nearest available location.
- The Award: Final and Binding to the Extent Permissible by Law
- Cost regulations:
 - BUSY BEES pays fees when it initiates a lawsuit.
 - For claims ≤ 1,000 EUR, BUSY BEES pays, unless claims are dubious/inadmissible.
 - For claims > EUR 10,000, BUSY BEES bears regular arbitration fees; User may pay the fee up to the court fee.
- legal fees shall be borne by each party himself, unless exclusively attributable to the arbitration proceedings.
- Arbitrator may award fees to winning party.

25.5 Exceptions to Arbitration from the Arbitration Clause

The following are excluded from arbitration:

- Claims under labour or social law (employment compensation, disability/unemployment insurance)
- Lawsuits in small claims proceedings (according to local value limits)
- Applications for interim remedies in the event of imminent infringement of intellectual property
- all claims expressly excluded by law
- Participation in investigations or administrative proceedings is not restricted.

25.6 Severability

If any provision of this Arbitration Clause is held to be invalid under Applicable Law, the remainder of the Agreement shall remain in full force and effect.

25.7 Exit from the Arbitration Clause (outside the EU)

Users residing outside the EU may opt out of this Arbitration Clause by providing Written Notice within 30 days of agreeing to this Agreement.

The notification must include the user's account username, first and last name, address, phone number, and e-mail address. In addition, a clear statement is required stating that the user wishes to opt out of the arbitration agreement.

25.8 Consumers in EU Member States, EEA countries, the United Kingdom (UK), Monaco and Switzerland

Users residing in these countries may bring disputes in local courts of their country of residence. Prior notification to BUSY BEES is not required.

Arbitration proceedings for consumers in these countries are not permitted, local courts have jurisdiction.

26. Complaint Management and Dispute Resolution

26.1 Complaint Management (Business User / B2B)

BUSY BEES provides business users (company accounts) with an internal, free complaint management system. For this purpose, a written notification to BUSY BEES is sufficient. Complaints can be lodged in particular in the case of:

- technical problems in the use of the Platform,
- account suspensions, terminations, or restrictions;
- Changes to these Terms and Conditions,
- other measures that have a direct impact on the rights of the user.

BUSY BEES undertakes to investigate complaints carefully, fairly and within reasonable timescales and to provide the User with a reasoned response. Every year, BUSY BEES publishes anonymised statistics on the number, type, duration and results of the complaints received.

This regulation meets the requirements of Regulation (EU) 2019/1150 (P2B Regulation).

26.2 Mediation (Business User / B2B)

For the out-of-court settlement of disputes with business users (business accounts), BUSY BEES is willing to participate in a mediation process in good faith. For this purpose, BUSY BEES appoints the following independent conciliation bodies (mediators) with whom cooperation is possible:

- MORE - Vienna International Arbitral Centre (Mediation Rules) - www.viac.eu
- DIS - German Institution of Arbitration (DIS Mediation Rules) - www.disarb.org
- CMAP - Centre de Médiation et d'Arbitrage de Paris (Mediation Rules) - www.cmap.fr

Unless the parties agree otherwise, the mediation will take place online. The parties each bear half of the costs. The language of the contract is also considered the language of mediation. The jurisdiction of state courts remains unaffected by this.

This designation meets the requirements of Art. 12 of Regulation (EU) 2019/1150 (P2B Regulation). If one of the above-mentioned institutions is not available in an individual case, the parties mutually agree on a comparable mediation institution within the European Union.

Participation in a mediation procedure is voluntary for both parties and does not affect the right to take legal action at any time.

26.3 Consumer information on dispute resolution (ADR / B2C)

26.3.1 Alternative Streitbeilegung - Alternative Dispute Resolution (ADR / B2C)

The Online Dispute Resolution (ODR) Platform provided by the European Commission has been discontinued with effect from 20 July 2025 on the basis of Regulation (EU) 2024/3228.

BUSY BEES is not obliged and unwilling to participate in dispute resolution proceedings before a consumer arbitration body, unless participation is mandatory under the law of the consumer's country of residence.

Notwithstanding this, according to the relevant national implementations of Directive 2013/11/EU, we are obliged to inform consumers about the arbitration bodies responsible for them. These are:

- Austria: Conciliation for Consumer Transactions; Mariahilfer Straße 103/1/18, 1060 Vienna
www.verbraucherschlichtung.at - office@verbraucherschlichtung.at
- Österreich: Internet Ombudsstelle: www.ombudsstelle.at
- Slovakia: Slovak Trade Inspection (SOI) – Slovak Trade Inspection
Bajkalská 21/A, 827 99 Bratislava 27; www.soi.sk - adr@coi.sk
- Czech Republic: Česká obchodní inspekce (ČOI) – Czech Trade Inspection
Štěpánská 15, 120 00 Praha 2; www.coi.cz - adr@soi.cz
- Hungary: Conciliation Bodies - National Consumer Conciliation Bodies
Headquarters: Krisztina körút 99, 1016 Budapest; www.bekeltetes.hu - bekeltetes@bkik.hu

Further information on online dispute resolution can be found on the "[Information page of the European Commission \(ADR\)](#)".

For more information on Consumer Rights and complaints, please visit Your [Europe](#).

26.4 DSA Dispute Resolution (Digital Services Act)

Without prejudice to the above provisions, Users may also call on an out-of-court Dispute Resolution Body certified in accordance with Art. 21 DSA as far as decisions by BUSY BEES regarding content or accounts pursuant to Section 6 are concerned.

27. Communications

27.1 Electronic Communications

BUSY BEES does not send newsletters, messages via messenger services (e.g. WhatsApp, Telegram or similar) or promotional messages.

Electronic contact by e-mail or SMS is only made for the purpose of verifying account information (e.g. the identity of the User) as part of the registration process or if it is expressly requested by the User and necessary for the processing of a communication initiated by the User (see Section 26.3).

27.2 Telephone communication

Telephone contact is only made if it is expressly requested by the user and is necessary for the processing of a communication initiated by the User (see point 26.3).

BUSY BEES does not charge for calls; however, standard charges from your telephone provider may apply.

27.3 User-initiated communication

User-initiated communication, for example to clarify a support or verification request, can be done via e-mail, via the chat bot or via the Contact Form provided on our Platform.

Communication can be done electronically or, if expressly requested, by telephone.

In these cases, the contact is considered to have been initiated by the user and does not require separate consent in accordance with national telecommunications laws:

- Austria: Telecommunications Act (TKG) 2003
- Slovakia: Act No. 452/2021 Coll. on Electronic Communications
- Czech Republic: Act No. 127/2005 Coll. on Electronic Communications
- Hungary: Act C of 2003 on Communications

27.4 External Affiliate Partners and Content Creators

BUSY BEES is not in a direct communication relationship with persons contacted by external affiliate partners or content creators. They act independently and on their own responsibility, not on behalf of or in the name of BUSY BEES.

There is no exchange of personal data between BUSY BEES and these external partners. As part of the partner program, BUSY BEES only collects statistical and technical data (e.g. referral IDs) in order to be able to track the successful placement of users. Personal data will not be passed on to affiliate partners.

Data that users voluntarily enter as a result of such external contact as part of their registration on our Platform will be processed in accordance with our Privacy Policy.

27.5 Storage period and data protection

Logs of calls (e.g. time, duration, type of contact) are only stored to the extent that they are necessary for technical operation or support, and at the latest until the respective purpose has been fulfilled.

27.6 Processing purposes for contact data

BUSY BEES uses the contact details (e-mail address and mobile phone number) provided by users as part of the registration exclusively in order to:

- verify the identity of the User and prevent unauthorised access;
- ensure the functionality and security of the Platform,
- enable communication in connection with the use of the Platform and the performance of Task(s),
- notify Users of information necessary for the performance of the contract (e.g. changes, maintenance, security-related notices or, in the future, push notifications, if this feature is offered).

28. Additional Terms and Conditions

28.1 Language of the Agreement

These Terms and Conditions are available in several language versions (including German, English, Slovak, Hungarian and Czech). In the event of discrepancies or inconsistencies between the language versions, only the German version shall prevail for interpretation purposes. The language of the contract is German; Translations are for the sole purpose of comprehensibility.

29. Acknowledgement and Consent

I hereby confirm that I have read and understood the foregoing Terms and Conditions, the Privacy Policy and all provisions herein and referenced herein. I agree that my use of the Platform will be deemed to be an acknowledgement that I am bound by the terms and conditions of this Agreement.