

the kcc group ag general terms and conditions

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article 1: area of validity

1.1

the website www.thekccgroup.org and its co-portals ("**website**") with their online offers are subject to the following general terms and conditions ("**gtac**"). the gtac are agreed upon, conclusively and bindingly, within the relationship between the kcc group ag as operator of the website ("**operator**") and the users of the website. alternative or variant gtac of the users are not valid, even if the operator does not disagree explicitly in a particular case.

1.2

the kcc group ag operates a web portal which requires registration and for premium members fee paying. this portal helps parents to find care experts (together they are the „users“) and enables care experts and parents to contact each other. the user decides, if he wants to register and stay logged on as a cost free standard member or if he wants to upgrade his membership to a 3, 12 or 24-months premium membership. however, the operator does not guarantee a successful realization of a contract between the users: the according contract with all its rights and duties is concluded directly and only between the respective users involved. the kcc group ag is neither a party in this contractual relationship nor a representative of care expert and/or parent, so that every liability or guarantee from the operator regarding those contracts is excluded. in particular, the operator can not be hold responsible for any damage caused or conflicts between the users.

1.3

in the case that single paragraphs of this gtac do not, no longer, or not completely, comply with the current valid legal situation, all other paragraphs remain untouched regarding their content and validity. paragraphs that are not applicable, are to be replaced by applicable ones within the meaning and intention of the original. in case of any gaps the same procedure is applied.

1.4

the website is only offered to its users under the condition that the user accepts the gtac without changes. by using the website the user declares his agreement to the gtac.

1.5

with his registration, the user provides the operator with the right to send a newsletter and/or further communication to the registered email address periodically. the user can unsubscribe from these at any time.

article 2: exclusion of liability from the kcc group ag

2.1

the operator declines any liability regarding his website, in particular regarding consequential damages or damages as a result of chance.

2.2

the kcc group ag does not assume liability particularly for incorrect, outdated, wrong or incomplete information that are available on its website. nor does it assume liability for any comments stated in forums (compare article 2.5) or for information provided by other websites which are connected with the website of the kcc group ag via links.

2.3

the operator is particularly not liable for the availability of the website at all time, neither for flawed technology, software and services or for broken links. the kcc group ag does not assume liability in any way for the disuse of any offers on its website.

2.4

the kcc group ag does not assume liability for unauthorized gain of users' personal data by third parties (e.g. through hacking of data base). the operator does not assume liability for abuse of user information by third parties, which have been made available to those third parties by the particular users.

2.5

information that is exchanged in discussion forums, chats or guest books ("**forums**") offered by the operator on his website, are neither subject to the control of the operator, nor do they reflect the operator's opinion. the operator does not accept responsibility regarding any content communicated by his users.

2.6

any liability/guarantee from the kcc group ag regarding contracts between parents and care experts is excluded.

2.7

the user has to accept the website and its gtac. he cannot contest them; in case of dissatisfaction he has the only option of ending his use of the website.

article 3: personal data

3.1

the user declares that all information stated by him are correct and complete. he is committed to updating his data regularly. the operator reserves the right to delete incorrect or outdated contact details of users without announcement.

3.2

in accordance to the swiss data protection provisions, the operator is authorized to process user data mechanically, to pass them on and to publish them anonymously. the user agrees to the anonymous publishment and passing on of this data.

article 4: fee requirement for premium members only and cancellation terms

4.1

the operator provides an online platform offer that requires a fee only from its premium users. the contract durations and cancelation periods that have been

agreed upon at the online login, are valid. with the online confirmation "buy now" of the user data for the payment of the premium membership the contract between the operator and the user materializes.

4.2

is the user registered for a chargable service, he can cancel the service at the latest 2 months before the ongoing billing period. are no cancellations made up to that time frame, the premium membership is automatically prolonged for the chosen period of 3, 12 or 24 months. a cancellation is then only applicable for the next billing period. cancellations can be made online under the user's profile. however, the user has not right for any recharge of the paid amount to the operator.

4.3

if the access for a user is shut down due to a breach of contract, the available deposits until the end of the billing period plus a service charge of overall 25,00 eur is charged by the operator in order to prevent potential breach of contract.

4.4

the kcc group ag reserves the right to cancel the contractual relationship early and immediately effectively due to important reasons, particularly in case of incorrect information that the user gives to the operator, or in case of violation of article 5.5. already paid membership fees are not refunded. in addition, the operator reserves the option to take legal actions in criminal or civil law.

4.5

it is the user's responsibility to clarify if his employer is a client of the kcc group ag. in that case the user is able to access the operator's online offer for free by using the login of his employer. in this case, an already paid membership fee by the user is not refunded.

4.6

the operator explicitly reserves the right to change or delete parts of the site or the whole page or end the publishing temporarily or ultimately without announcement. the users have no right to any content.

4.7

after the contract has been canceled, the saved user data is deleted from the online offer. the data can - within compliance of data protection provisions - be kept in the operator's data bases and be passed on anonymously to third parties.

4.8

the valid prices at a time are published on the website under frequently asked questions (faq) as well as while selecting the premium membership under the user's profile.

4.9

underaged users (care experts) need the allowance of their legal guardian to use the offer.

artikel 5: usage of online offer

5.1

the website of the kcc group ag is developed for personal use. without the operator's permission, the user is particularly not allowed to copy, send, publish, change, offer, rent out or license any information, images, software or services, which are available on the website. neither is he allowed to create, submit or sell anything that is built upon those.

5.2

the user is obliged to register on the platform with correct and actual data. this is also true for used images. the use of synonyms or nicknames is not allowed.

5.3

after the successful registration the data of the user will be visible for other users. the user agrees to that.

the user can make his personal data completely or partly invisible to other users. the data are then saved in the operator's data base, but completely or partly invisible to other users.

5.4

the operator does not evaluate the quality of the services provided by the care experts. however, the operator will provide a rating system where parents can

rate the care experts. this does not generate any liability rights against the operator.

5.5

the user agrees explicitly to comply to the swiss legal system, particularly not to violate the rights of third parties, not to upload or download any honor-offending, racist or pornographic content, and not to disseminate virus-infected data.

5.6

the operator reserves the right to delete user information that is circulated in forums without any explanation.

article 6: copy- and trademark rights

6.1

all information (incl. texts, audio files, video sequences, animations, graphics and so on) that are available on the website are copyrighted. without a written permission from the kcc group ag, publishing, even in parts, is not allowed.

6.2

the kcc group, globesitters, globegarden, globecharity as well as globe in the field of education, are registered trademarks of the operator.

article 7: changes of gtac

the operator can change the gtac at any time.

article 8: jurisdiction and applicable law

only place of jurisdiction is zurich. substantive swiss law is applicable to the relationship between users and the kcc group ag.

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