General Terms and Conditions and Terms of Use for the ElternApp

wellcome gGmbH, Hoheluftchaussee 95, 20253 Hamburg

As of: November 10, 2026

Section 1 Scope and Subject Matter of the Agreement

(1) These General Terms and Conditions and Terms of Use (hereinafter “GTC”) govern the contractual relationship between wellcome gGmbH, Hoheluftchaussee 95, 20253 Hamburg, registered in the Commercial Register of the Hamburg Local Court under HRB 97440 (hereinafter “wellcome” or “Provider”), and the users (hereinafter “User” or “you”) of the mobile application “ElternApp” (hereinafter “App”).

(2) The App is an easily accessible digital service designed to support parents. It is intended for expectant parents from the beginning of pregnancy and for parents during the first one thousand (1,000) days after the birth of their child. The App may expressly be used during pregnancy.

(3) These GTC apply in the version in effect at the time of registration or download. wellcome reserves the right to amend these GTC with future effect to the extent that this is necessary for objectively justified reasons (in particular in the event of changes in the legal situation, rulings by the highest courts, technical changes to the App, or the introduction of new features) and the amendment is reasonable in light of the User’s interests. wellcome will notify the User of any changes in writing (via email or in-app notification) at least three (3) weeks before the planned effective date (hereinafter the “transition period”). The notice of changes will contain the proposed changes in full and will separately and clearly inform the User of the option to object, the objection period, and the legal consequences of an objection or of remaining silent. If the User does not object by the end of the transition period, the amended GTC shall be deemed accepted as of the date specified in the notice of amendment. If the User objects within the specified period, the User Agreement shall continue under the previous terms until the end of the transition period and shall terminate upon the expiration of the transition period without requiring a separate notice of termination.

(4) Conflicting or supplementary terms and conditions of the User shall not form part of the agreement unless wellcome expressly agrees to them in text form.

(5) References to persons in these GTC apply equally to all genders. The use of a specific gender form is intended solely to improve readability.

Section 2 Scope of Services

(1) The App is designed to strengthen parenting skills, alleviate the burdens of everyday family life, and promote parental well-being. It provides guidance and facilitates access to local support services.

(2) The App includes the following functions in particular:

a) **Personalized Daily Tips**

The User receives daily push notifications with practical tips and information tailored to the child's age and the User's individual life situation, which are generated with the support of artificial intelligence (hereinafter "AI"). Push notifications are sent only with the User's prior consent via the device settings. The User can disable push notifications at any time in the device settings.

b) **Monthly Milestone Emails**

The User receives monthly summaries on parenting milestones and the child's development.

c) **AI-Powered Chatbot**

An AI-powered chatbot is available to provide non-medical parenting advice. It draws exclusively on professionally reviewed content from wellcome.

d) **Thematic section with editorial content**

The App provides articles, information pages, podcasts, and other content on topics relevant to parents.

e) **Mood Survey and Well-Being Reflection**

The User can reflect on their current state of mind using simple input options. The responses are used solely for personalization and do not constitute a medical diagnosis.

f) **Search for Local Support Services**

The App allows the User to search for local support and counseling services based on the ZIP code they provide.

g) **Community Features**

The App may provide community features that facilitate moderated interaction among User. These may include, in particular: discussion forums and topic-based discussion groups (e.g., on topics such as sleep, nutrition, relationships, or regional networking), comment features for editorial content, the ability to post user-generated content (e.g., testimonials, tips), as well as features for connecting with other parents in the vicinity based on the ZIP code provided by the User. wellcome determines, at its sole discretion, the timing of activation, the specific scope, and any restrictions or discontinuation of individual community features. The Community features are additionally subject to the rules of conduct in Section 8 and the reporting and remedial procedures in Section 9 of these GTC.

The above list is not exhaustive. Descriptions of the App in app stores are provided for supplementary information and do not give rise to any contractual obligations beyond those set forth in these GTC.

(3) The AI provided through the App draws exclusively on its own curated knowledge database, which consists of content reviewed by experts at wellcome.

(4) wellcome is entitled to expand or modify the scope of the App's services at any time or to discontinue individual features, provided this is reasonable for the User. The User will be notified in advance of any significant restrictions on the scope of services.

(5) The App is provided subject to technical availability. wellcome does not owe uninterrupted availability. Temporary interruptions due to maintenance, technical faults, or force majeure do not constitute a breach of duty. The technical requirements for using the App (in particular operating system and device compatibility) are set out in the respective app store description. wellcome strives to continuously improve the App's accessibility within the limits of technical feasibility.

(6) The App is provided as a digital service within the meaning of Sections 327 et seq. of the German Civil Code (BGB). The User's statutory rights in the event of defects remain unaffected.

Section 3 Costs and Fees

(1) Use of the App, including all functions described in Section 2 of these GTC, is completely free of charge for the User. There are no one-time or recurring fees for using the App. Use of the App does not establish any donation, sponsorship, or membership relationship with wellcome.

(2) Currently, no paid features are planned. Should wellcome introduce additional paid features in the future, these will be clearly marked as subject to a fee and will require the User's separate, express consent prior to their first use.

(3) The devices, internet connections, and mobile service plans required to use the App must be procured and paid for by the User. The User is responsible for any associated costs (e.g., data usage).

Section 4 Conclusion of Contract and Registration

(1) By downloading the App and registering or creating a user account, the user submits an offer to enter into a user agreement. The agreement is concluded upon confirmation of registration by wellcome or upon the User's first use of the App.

(2) The following information is required for registration: email address or Google or Apple account, password, first name or username, child's date of birth, ZIP code, whether the User has a child, the number of children, the User's role related to the child, and the child's first name or username. If the User chooses to voluntarily indicate that the child was born prematurely, the week of birth is a required field. The User is obligated to provide truthful and complete information and to keep required information up to date in the event of changes.

(3) Use of the App requires that the User has reached the age of eighteen (18) (legal age). Minors are prohibited from using the app. By registering, the User confirms that

they have reached the age of eighteen (18). wellcome reserves the right to verify the User's legal age.

(4) Each User may create only one user account. The user account is non-transferable.

(5) The User agreement is concluded exclusively between the User and wellcome. Apple Inc., Google LLC, and other platform operators are not parties to this agreement and assume no obligations arising from it. The terms of use of the respective app stores remain unaffected.

Section 5 Health-Related Information and Disclaimers

(1) The App is an informational and guidance resource designed to support parents. It is not a medical device as defined by Regulation (EU) 2017/745 (Medical Device Regulation—MDR) nor is it a digital health application (DiGA) as defined by Section 33a of the German Social Code, Book V (SGB V).

(2) The content provided through the App, including chatbot responses, editorial content, self-reflection tools, and daily prompts, is not a substitute for:

a) medical, psychological, or psychotherapeutic counseling, diagnosis, or treatment;

b) midwifery care; or

c) consultation with other medical or therapeutic professionals.

(3) Use of the App does not establish a treatment contract within the meaning of Sections 630a et seq. of the German Civil Code nor does it establish a doctor-patient relationship or any other therapeutic relationship between the User and wellcome.

(4) The App does not provide medical diagnoses, conduct health risk assessments, or offer medical interventions. Mood surveys, reflective questions, and similar features are intended solely to personalize content and facilitate general self-reflection. They are not intended to detect, prevent, monitor, predict, prognose, alleviate, or treat diseases or other health conditions.

(5) To the extent that the App refers the User to professional support services, emergency numbers, or local counseling centers in cases of recognizable distress, these references do not constitute a therapeutic recommendation, triage, or emergency care. In cases of acute danger (suicidal ideation, danger to oneself or others), professional help (e.g., emergency number 112, telephone counseling at 0800 111 0 111 / 0800 111 0 222) must be sought immediately.

(6) Although the AI-powered chatbot relies exclusively on curated and professionally reviewed content, inaccurate, incomplete, or misleading responses cannot be completely ruled out due to technical limitations. wellcome assumes no liability for the accuracy, completeness, or timeliness of the AI-generated content. Liability is otherwise governed by Section 11 of these GTC. In case of doubt, the User should always seek professional advice.

(7) The AI-powered chatbot described in Section 2(2)(c) is an AI-powered system within the meaning of Regulation (EU) 2024/1689 (AI Regulation). The AI-powered chatbot's responses are generated automatically and are not created by a human.

They are not reviewed by a human before each output. The chatbot draws exclusively on a curated, expert-reviewed knowledge base provided by wellcome. Nevertheless, the machine-generated responses may differ from the underlying source content. Before using the chatbot in the App for the first time, the user is informed of its AI-powered nature.

(8) The User uses the App and its content at their own risk. Decisions made by the User based on information from the App are their sole responsibility. This applies in particular to decisions regarding the health and well-being of the User and their child.

Section 6 Data Protection

(1) wellcome processes the User's personal data exclusively in accordance with applicable data protection regulations, in particular Regulation (EU) 2016/679 (hereinafter "GDPR"), the Federal Data Protection Act (BDSG), and the Telecommunications and Digital Services Data Protection Act (TDDDG).

(2) Details regarding data processing, in particular, the nature, scope, and purpose of the collection and processing of personal data, the legal bases, the retention period, the recipients, and the rights of the data subject are set forth in the separate privacy policy, which is available in the App and under https://www.wellcome-app.org/privacypolicy/.

(3) In the course of using the App, special categories of personal data within the meaning of Article 9(1) of the GDPR may be processed, in particular health data (e.g., information regarding well-being, stress levels, or mood patterns). The processing of this data is based exclusively on the User's explicit consent pursuant to Article 9(2)(a) of the GDPR, which the User provides separately as part of the registration or onboarding process. Consent may be revoked at any time with future effect. Details are provided in the privacy policy.

(4) Chat histories with the AI-powered chatbot are stored and may be summarized by AI to enable context-sensitive, personalized communication. The legal basis and retention periods for this processing are set forth in the Privacy Policy.

(5) All User data is stored and processed within the European Union.

Section 7 User Obligations

(1) The user is obligated to:

a) to provide truthful and complete information upon registration and to keep required information up to date;

b) to treat their login credentials (username, password) confidentially and protect them from access by third parties;

c) to notify wellcome immediately if the User becomes aware that a third party is using their login credentials without authorization or that their account is being misused in any other way;

d) to use the App exclusively for its intended purposes (providing information and guidance to parents); and

e) to comply with applicable law and respect the rights of third parties when using the app.

(2) In particular, the User is prohibited from:

a) disseminating content that is unlawful, offensive, defamatory, discriminatory, glorifies violence, is pornographic, or otherwise violates applicable law;

b) infringing on personal rights, copyrights, trademark rights, or other rights of third parties;

c) using the App for commercial or advertising purposes without wellcome's prior consent in text form;

d) the use of bots, crawlers, scrapers, or other automated methods to access the App or its content;

e) circumventing, removing, or manipulating the App's security mechanisms or technical protective measures;

f) any action that impairs or could impair the functionality or security of the App; and

g) the sharing or publication of other Users' content without their consent (to the extent that community features are available).

Section 8 Community Rules of Conduct

(1) This Section 8 of these GTC applies as soon as and to the extent that the App provides community features (e.g., forums, comment features, discussion groups).

(2) The User agrees to adhere to the following principles when using the community features:

a) We treat one another with respect;

b) We share experiences rather than telling others what to do;

c) We do not diagnose other people;

d) Medical or therapeutic advice does not belong in the community;

e) We do not publish others' personal information;

f) Advertising and commercial offers are not permitted;

g) Discriminatory, offensive, or inappropriate content is not accepted.

(3) wellcome reserves the right to remove content that violates these principles or applicable law. To the extent reasonable, the affected User will be informed of the reasons before or immediately after removal. Prior notification is not required if immediate action is necessary to mitigate legal or security-related risks. The nature and duration of the measures depend on the severity, frequency, and risk of the violation. The User may file a complaint in accordance with Section 9(6) of these GTC. In the event of serious or repeated violations, wellcome may suspend the User's account or terminate the user agreement for cause (cf. Section 12(3)).

Section 9 Reporting and Remedial Procedures for Illegal Content (Digital Services Act)

(1) This section 9 of these GTC applies as soon as and to the extent that the App provides community features through which the User can post or share their own content, and the app qualifies as an online platform within the meaning of Article 3(1) of Regulation (EU) 2022/2065 (Digital Services Act—DSA).

(2) Any User or affected person may report content to wellcome that, in their opinion, is unlawful or violates these GTC. Reports may be submitted via the reporting function provided in the App or by email to dsa@wellcome-online.de. A report should include the following information:

a) a sufficiently substantiated explanation of the reasons why the reporting person considers the content in question to be unlawful or in violation of these GTC;

b) a clear indication of the electronic location of the content in question (e.g., link, screenshot);

c) the name and email address of the person filing the report, unless the report concerns alleged serious crimes against persons;

d) a confirmation by the person making the report that they believe in good faith that the information and allegations contained in the report are accurate and complete.

(3) wellcome will process every sufficiently substantiated report promptly, carefully, non-arbitrarily, and objectively. The decision regarding the reported content will be made with due consideration for the rights and legitimate interests of all parties involved, including the fundamental rights of Users (in particular, freedom of expression, freedom of information, and the right to privacy).

(4) If, after review, wellcome concludes that reported content is unlawful or violates these GTC, wellcome may, in particular, take the following measures:

a) Removal of the content or blocking access to the content;

b) Restricting the visibility of the content; or

c) Issuing a warning, temporarily suspending, or permanently suspending the user account of the responsible User.

(5) wellcome will notify the reporting person and the affected User whose content is the subject of the report of its decision without undue delay and provide reasons. The statement of reasons shall include, in particular, information on whether the decision is based on the illegality of the content or on its incompatibility with these GTC, as well as a notice of the possibility of filing a complaint.

(6) The affected User may file a complaint against a decision pursuant to paragraph 4 within six (6) months of receiving the decision. The complaint must be submitted to wellcome in text form. wellcome will review the complaint promptly and issue a reasoned decision. The complaint will not be handled solely by automated means.

(7) Reports and complaints may not be submitted in an abusive manner. wellcome reserves the right to temporarily suspend the processing of further reports from the same person in the event of obviously unfounded or repeatedly abusive reports.

Section 10 Intellectual Property and Copyright

(1) All content contained in the App – including, but not limited to, text, articles, images, graphics, audio and video content, databases, software, designs, logos, and trademarks – is protected by copyright and/or trademark law and is owned by wellcome or has been licensed to wellcome by third parties for use.

(2) Upon conclusion of the user agreement, the User is granted a non-exclusive, non-transferable, non-sublicensable, revocable right to use the App and its content exclusively for personal, non-commercial purposes. Any reproduction, distribution, public disclosure, modification, or other use beyond this scope is prohibited without the prior written consent of wellcome.

(3) To the extent that the User uploads their own content to the App (e.g., in community features), the copyrights remain with the User. By uploading content, the User grants wellcome a simple, irrevocable, geographically unrestricted, royalty-free right to use, reproduce, make publicly available, and to the extent necessary for the operation of the App modify (e.g., technical adjustments, formatting) the uploaded content within the scope of operating the App. Upon termination of the user agreement, user-generated content is automatically anonymized (removal of the username and all identifiable personal references). The right of use to the anonymized content continues after anonymization. The User may request the deletion of their posted content at any time during the term of the agreement. wellcome will comply with this request within sixty (60) days.

(4) The User warrants that the content posted by him or her is free from third-party rights and that the User is authorized to grant the rights of use specified in paragraph 3. The User indemnifies wellcome against all claims by third parties arising from an infringement of rights caused by content posted by the User.

(5) The designations “wellcome” and the associated logos are trade names and/or trademarks of wellcome and are protected under the German Trademark Act (MarkenG). Use of these designations without prior written consent from wellcome is prohibited.

Section 11 Liability

(1) wellcome bears unlimited liability:

a) in cases of willful misconduct and gross negligence;

b) for damages resulting from injury to life, limb, or health caused by a negligent or intentional breach of duty by wellcome, a legal representative, or a vicarious agent.

(2) In the event of a breach of material contractual obligations (*Kardinalpflichten*), the fulfillment of which is essential for the proper performance of the contract and on whose observance the User may reasonably rely, wellcome shall also be liable in cases of simple negligence, but the amount of liability shall be limited to the foreseeable damages typical for this type of contract.

(3) In all other cases – in particular, in the event of a breach of non-essential contractual obligations due to simple negligence – wellcome's liability is excluded to the extent permitted by law.

(4) Irrespective of the preceding paragraphs, the following applies:

a) wellcome is not liable for the accuracy, completeness, or timeliness of the general information and editorial content provided in the App, unless any shortcoming results from an intentional or grossly negligent breach of duty;

b) wellcome is not liable for third-party content and offers linked to from within the App. The operators of linked sites are solely responsible for their content;

c) wellcome is not liable for user-generated content within the community features;

d) the App is not a substitute for medical advice (Section 5(2) of these GTC). The User is required to seek professional advice (e.g., from a doctor) independently regarding health-related questions.

(5) The foregoing limitations of liability also apply in favor of wellcome's legal representatives, employees, and agents.

Section 12 Term of the Agreement and Termination

(1) The user agreement is entered into for an indefinite term. It begins upon successful registration or the first use of the App.

(2) Since use of the App is completely free of charge, the User may terminate the user agreement at any time without observing a notice period. Termination is effected by deleting the user account in the App settings or by notifying wellcome in text form. wellcome will confirm the deletion of the user account by email. wellcome may terminate the user agreement by giving two (2) weeks' notice in text form.

(3) The right to terminate the agreement for cause remains unaffected. For wellcome, cause exists in particular if:

a) the User violates material provisions of these GTC and fails to remedy the violation within a reasonable period of time despite a warning, provided that the violation is, by its nature, remediable;

b) the User violates applicable law (a prior warning is not required in this case);

c) the User uses the App to distribute illegal content (a prior warning is not required in this case); or

d) there is any other reason that, taking all circumstances into account and weighing the interests of both parties, makes it unreasonable for wellcome to continue the user agreement.

In the event of a temporary suspension, wellcome will inform the User of the duration and reasons for the suspension. wellcome will lift the suspension as soon as the reason for the suspension no longer applies.

(4) Upon the termination or other expiration of the user agreement taking effect:

a) all usage rights granted to the User shall expire;

b) access to the App will be deactivated;

c) the User's personal data will be deleted in accordance with the provisions of the Privacy Policy, unless wellcome is legally obligated or entitled to continue storing it (e.g., due to statutory retention periods). wellcome may continue to process anonymized and aggregated usage data even after the contract ends for statistical purposes and to improve the App.

(5) User-generated content is anonymized in accordance with Section 10(3) of these GTC.

(6) Prior to deletion, the User may request that their stored data be provided in a commonly used, machine-readable format (Art. 20 GDPR – Right to Data Portability).

Section 13 Indemnification

The User shall indemnify wellcome, its legal representatives, and vicarious agents against all claims asserted by third parties against wellcome due to a violation of their rights caused by content posted by the User or due to any other unlawful use of the App by the User. The User shall bear the necessary and reasonable costs of legal defense, including attorneys' fees and court costs. This does not apply if the User is not responsible for the infringement. In the event of such a claim, the User is obligated to provide wellcome immediately, truthfully, and completely with all information necessary for the examination of the claims and for a defense.

Section 14 Changes to the App and the Scope of Services

(1) wellcome is entitled to continuously develop the App and its functionalities in order to improve the quality of the service, implement technical requirements, or comply with changes in the law.

(2) Significant changes to the scope of services that substantially impair the ability to use the App will be communicated to the User at least two (2) weeks before they take effect.

(3) wellcome reserves the right to discontinue operation of the App entirely. In this case, wellcome will notify the User at least two (2) weeks in advance. The user agreement automatically terminates upon the permanent discontinuation of the App's operation.

Section 15 Governing Law and Jurisdiction

(1) The User Agreement is concluded exclusively with consumers as defined in Section 13 of the German Civil Code.

(2) These GTC and the user agreement are governed by the laws of the Federal Republic of Germany. If the User has his or her habitual residence in another country, the application of that country's mandatory consumer protection provisions remains unaffected.

(3) The statutory provisions regarding the venue for legal proceedings apply.

Section 16 Dispute Resolution

(1) wellcome endeavors to resolve any disagreements with users amicably. Users may submit complaints at any time using the contact information provided in Section 18 of these GTC.

(2) Pursuant to Section 36 of the Consumer Dispute Resolution Act (VSBG), wellcome hereby notes that it is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.

Section 17 Final Provisions

(1) Unless otherwise specified in these Terms and Conditions, declarations must be made in text-form (Section 126b of the German Civil Code). Mandatory statutory formal requirements and consumer rights remain unaffected. The language of the contract is German.

(2) wellcome's failure to exercise or delay in exercising any rights under these GTC does not constitute a waiver of such rights.

(3) The User may transfer rights and obligations under the user agreement to third parties only with wellcome's prior consent in text form. wellcome may transfer rights and obligations under the user agreement to affiliated companies or legal successors, provided that this does not materially impair the User's legal position. wellcome will notify the User in text form at least two (2) weeks before the transfer takes effect. The User may object to the transfer before this period expires, in which case the user agreement shall terminate upon its expiry.

(4) Should any individual provisions of these GTC be or become invalid or unenforceable, in whole or in part, the validity of the remaining provisions remains unaffected. The invalid or unenforceable provision are replaced by the applicable statutory provision.

Section 18 Contact

Questions, complaints, or suggestions regarding these GTC or the App may be directed to:

wellcome gGmbH Hoheluftchaussee 95, 20253 Hamburg
Email: support@wellcome-app.org
Phone: 040 226 229 720
Managing Director with Power of Representation: Ilsabe Dorothea Freifrau von Campenhausen
Commercial Register: Hamburg Local Court, HRB 97440