



Terms and Conditions (Non-Binding English Translation)

As of: 13 August 2026

Important notice: This English version is provided for convenience only and is a non-binding translation of the German Terms and Conditions.

Only the German version is legally binding. In the event of discrepancies, contradictions or differences in interpretation, the German version shall prevail, subject to mandatory legal requirements.

1. Provider, Scope and Definitions

These Terms and Conditions govern the use of the online platform "HebaMama" by registered users.

The platform provider is HebaMama GbR, Mondstraße 28, 81543 Munich, Germany, email: info@hebamama.com. The full statutory provider information is available in the imprint.

The platform is intended for "Mamas" and midwives. In these Terms and Conditions, "Mamas" means persons who handle or care for a baby or who seek support in connection with pregnancy, birth or the postpartum period. This term includes expectant mothers, mothers and other caregiving persons.

These Terms and Conditions apply to all platform functions, including registration, login, profile maintenance, requests, course offerings, course bookings, waitlists, document functions and communication, insofar as such communication is enabled through the platform.

Deviating or supplementary terms of individual users apply only if HebaMama has expressly agreed to them. Individual agreements take precedence over these Terms and Conditions.

2. Description of Services and Role of HebaMama

HebaMama provides a digital platform through which Mamas and midwives can get in touch with each other. In particular, the platform supports the creation of profiles, the posting and discovery of requests, the creation and discovery of midwife courses, course bookings, waitlists and access to certain documents released for the relevant process.

HebaMama is the technical platform operator. HebaMama itself does not provide midwifery services, medical advice, diagnosis, treatment or emergency care.

Contracts for midwifery services, courses, consultations or other services are concluded exclusively between the respective Mama and the respective midwife. HebaMama does not become a party to such contracts and assumes no responsibility for their performance, remuneration, billing, cancellation or fulfilment.

HebaMama does not owe any specific matching or placement success. There is no entitlement to a request being answered, a match being made, a course place being available, a course taking place or a specific midwife taking over services.

3. Contract Formation, Registration and User Account

Registration is required to use protected areas of the platform. During registration, users choose a role as Mama or midwife, enter the required data, accept these Terms and Conditions and the privacy notices, and submit the registration form.

Before submitting the form, entries can be reviewed and corrected. After submission, HebaMama sends an email to confirm the email address. Registration can only be used once the email address has been confirmed and the further requirements for the respective role have been fulfilled.

Midwife accounts may additionally be reviewed and activated by HebaMama. Activation may in particular depend on complete profile information and required proof documents. There is no entitlement to activation.

The platform contract language is German. To the extent English versions or translations are provided, they are intended to improve understanding. In case of doubt, the German version shall prevail, unless mandatory law provides otherwise.

HebaMama stores the data required to operate the user account. These Terms and Conditions can be accessed and saved via the website at any time. Legal documents may additionally be provided as PDF files.

Users must keep their access credentials confidential, protect them against access by third parties and inform HebaMama without undue delay if they suspect unauthorised use of their account.

4. Use by Mamas

Mamas may in particular create a profile on the platform, store personal and care-related information, post requests, search for suitable midwife courses and book available courses or join a waitlist.

Mamas are obliged to provide accurate and current information. This applies in particular to contact details, pregnancy or birth dates, requests, addresses, search radii and other information relevant to search, matching or the performance of midwifery services.

A request is a notification by the Mama to the platform marketplace. A request does not yet create an entitlement to the provision of services by a midwife. Only when a midwife accepts a request and the parties agree on further cooperation may separate contractual obligations arise between the Mama and the midwife.

A course booking via the platform documents the booking request and booking status. If a course is already full, a waitlist booking may be created depending on the platform function. The specific performance, any participation requirements, cancellation terms, payments and refunds are governed by the agreements between the Mama and the midwife.

5. Use by Midwives

Midwives may in particular create a profile on the platform, store information about services and availability, upload proof documents, view and accept Mama requests, and create, manage and finish courses.

Midwives are responsible for ensuring that their information is complete, current and accurate. This applies in particular to name, contact details, qualification, professional authorisation, availability, scope of services, course data, course location, online link, cost information, travel information and other course or profile information.

Midwives may only offer services that they are legally, professionally and technically authorised to provide. They are responsible for complying with all professional, data protection, billing, tax and record-keeping obligations applicable to them.

HebaMama may request proof documents and carry out plausibility checks for the activation of a midwife profile. These checks do not replace official, professional or ongoing technical supervision. HebaMama does not warrant that all information or documents provided by a midwife are always accurate, complete or up to date.

6. Contracts, Remuneration and Billing Between Users

Contracts for specific midwifery services, courses, consultations, treatments, home visits or other services are concluded exclusively between the Mama and the midwife. HebaMama merely facilitates contact and provides technical functions for organisation.

To the extent costs, cost notices or billing information are displayed on the platform, they generally originate from the respective midwife or result from the information stored by them. HebaMama does not warrant the accuracy, completeness or billability of this information.

Payments, invoices, cost reimbursements, health insurance matters, cancellation fees, cancellations and other financial matters must be clarified directly between the Mama and the midwife, unless HebaMama provides an expressly designated own payment or billing function for this purpose.

7. Search, Sorting and Platform Information

The display of requests, midwives, courses or other results may depend, among other things, on profile information, addresses, coordinates, search radius, postal code, availability, course status, date, status filters, selected sorting and technical search parameters.

Temporary search radii or postal-code searches do not change the permanently stored profile data. They serve only the search within the respective session or until the search is reset.

Unless expressly marked otherwise, the display is not based on paid placement. HebaMama may filter or hide results if they should not be displayed according to the platform rules, technical settings or the current profile status.

Midwives act independently when providing their services. To the extent a midwife acts professionally or commercially, they are responsible towards the Mama for the consumer, professional and information obligations required for this purpose.

8. Health-Related Notices and Emergencies

HebaMama is not a medical emergency platform. The platform is not intended to handle acute medical emergencies, urgent complaints or time-critical health questions.

In medical emergencies, acute complaints, danger to mother or child, or other urgent situations, the emergency number, a hospital, an on-call medical service or another suitable medical provider must be contacted without delay.

Information on the platform does not replace medical, midwifery or other medical advice in an individual case. Responsibility for the professional assessment and performance of specific services lies with the respective treating or advising professional.

9. User Content, Documents and Visibility

Users may store their own content on the platform, such as profile information, free text, course information, travel information, requests, documents or other files. They remain responsible for this content themselves.

Content must be truthful, factual and lawful. In particular, content that is unlawful, insulting, discriminatory, misleading, fraudulent, hazardous to health, abusively promotional or infringing third-party rights is prohibited.

Uploaded documents may only be used for the purposes intended in each case. Midwives may in particular not upload forged, manipulated or third-party proof documents. Mamas may use documents made available to them due to a request, booking or treatment only for the respective care or course purpose and may not pass them on without authorisation.

Certain data and documents are displayed only to certain roles depending on the platform function. For example, after an accepted request or after booking a course, Mamas may receive access to documents of a midwife released for this purpose. Identity and qualification documents of midwives are not intended for Mamas unless the platform expressly provides for such release.

10. Moderation, Restriction and Complaints

HebaMama may review and remove content, restrict access to it, limit functions or temporarily or permanently suspend user accounts if there are specific indications of a violation of these Terms and Conditions, statutory requirements, third-party rights or platform security interests.

In making a decision, HebaMama takes into account in particular the nature, severity and frequency of the violation, fault, risk of repetition, effects on other users and suitable milder measures. In urgent cases, in the event of security risks or obvious legal violations, a measure may also be taken without prior hearing.

To the extent legally required, HebaMama informs affected users of the essential reasons for a moderation, restriction or suspension decision. Complaints against such decisions may be sent by email to info@hebamama.com. The complaint should identify the affected content, the user account, the decision and the reasons why the decision should be reviewed.

HebaMama handles complaints carefully and within a reasonable time. No final automated decision is made on complaints to the extent human review is required by law.

11. Availability, Technical Changes and Security

HebaMama endeavours to provide stable and secure operation of the platform. However, continuous, uninterrupted or error-free availability is not guaranteed.

The platform may be temporarily restricted or unavailable, in particular due to maintenance, updates, security measures, disruptions, force majeure, infrastructure outages or attacks by third parties.

HebaMama may further develop, change, supplement or discontinue functions, provided that the legitimate interests of users are appropriately taken into account and no material contractual obligations are unreasonably impaired.

12. Liability

HebaMama has unlimited liability for damages arising from injury to life, body or health caused by a breach of duty by HebaMama, a legal representative or a vicarious agent.

HebaMama also has unlimited liability for damages caused by intent or gross negligence by HebaMama, a legal representative or a vicarious agent, as well as for claims under mandatory product liability law and for expressly assumed guarantees.

In cases of simple negligence, HebaMama is liable only for breach of material contractual obligations. Material contractual obligations are obligations whose fulfilment makes the proper performance of the platform contract possible in the first place and on whose compliance users may regularly rely. In this case, liability is limited to the foreseeable damage typical for the contract.

Otherwise, HebaMama's liability is excluded. The limitations of liability do not apply to the extent liability is mandatory by law.

In particular, HebaMama is not liable for the medical or professional services of midwives, the success of any matching, the accuracy of information provided by users, external agreements between Mama and midwife or damages arising from users' use of the platform in breach of contract.

13. Data Protection

Personal data is processed in accordance with the Privacy Policy. In particular, the Privacy Policy contains information on responsibility, categories of data, purposes, legal bases, storage periods, recipients, technical safeguards and data subject rights.

The use of certain platform functions requires the processing of personal data. Without the required data, individual functions may not be available or may be available only to a limited extent.

14. Term, Termination and Account Deletion

The platform usage contract runs for an indefinite period. Users may terminate their account in accordance with the platform functions provided or by notifying HebaMama.

Existing contracts, arrangements, billing matters or statutory obligations between Mama and midwife remain unaffected by account deletion or termination of platform use.

HebaMama may terminate the platform usage contract for good cause or suspend an account, in particular in the event of serious or repeated violations of these Terms and Conditions, misuse of the platform, security risks or legal obligations.

15. Amendments to These Terms and Conditions

HebaMama may amend these Terms and Conditions with effect for the future if there is an objective reason. An objective reason may exist in particular in the event of changes to platform functions, legal requirements, case law, technical or organisational processes or new security requirements.

HebaMama informs users of material changes in an appropriate manner. To the extent consent is required by law, changes become effective only with consent. Otherwise, changes apply to future use of the platform after notification.

Users who do not agree with changes may terminate their use of the platform. Claims already accrued and mandatory statutory rights remain unaffected.

16. Dispute Resolution

HebaMama is not willing and not obliged to participate in dispute resolution proceedings before a consumer arbitration board, unless there is a statutory obligation.

Irrespective of this, users may contact HebaMama at any time at info@hebamama.com to clarify complaints or questions regarding platform use.

17. Final Provisions

German law applies. For consumers, this choice of law applies only to the extent that it does not deprive them of the protection of mandatory provisions of the state in which they have their habitual residence.

A place of jurisdiction is agreed only to the extent legally permissible. With respect to merchants, legal entities under public law or special funds under public law, HebaMama's registered office is the place of jurisdiction.

If individual provisions of these Terms and Conditions are or become invalid in whole or in part, the remaining provisions remain effective. The statutory provisions apply in place of the invalid provision.