

1. Terms of Use

1. These terms of use ("**Terms**") apply to and govern your access to and use of the online platforms (collectively, the "**Platforms**" and each a "**Platform**") which are operated by or for or on behalf of Care Professionals Alliance Resources Sdn. Bhd. ("**CARETURN MY**") (Reg. No.: 202003383681) for the purposes of CARETURN MY providing services to its customers. By accessing a Platform, you acknowledge that you have read and understood the Terms and agree to be bound by them in respect of the access and use of such Platform.
2. CARETURN MY periodically reviews the Terms and reserves the right to modify the Terms at any time in its sole discretion, without any notice to you. Such modifications shall take effect immediately upon the posting of the modified Terms. You agree to review the Terms regularly to be aware of such modifications. Your continued access to or use of a Platform after such modifications shall be deemed to constitute your conclusive acceptance of the modified Terms in respect of the use of such Platform.
3. Additional terms and conditions may apply to specific portions or features of a Platform, including contests, promotions or other similar features, all of which terms and conditions shall be incorporated into these Terms by reference. In addition, certain content or services provided through a Platform may be accompanied by their own licensing terms and conditions. If there is any conflict between any of the provisions of these Terms and any provision of such terms and conditions, the provisions of these Terms shall prevail.
4. CARETURN MY shall be entitled at any time to add, change or withdraw any of the functions available or to be made available on any or all of the Platforms at its own discretion.
5. Your access to or use of the Platforms will be subject to any other guidelines, procedures, policies and regulations which may from time to time be prescribed, introduced, varied and/or amended by CARETURN MY, including CARETURN MY's Privacy Policy.
6. By accessing any of the Platforms, you represent and warrant that:
 1. you are of legal age of majority to contract in the jurisdiction in which you reside and, in any event, no less than 18 years of age; and
 2. you are legally capable and permitted to accede to the Terms.
7. These Terms shall be void where prohibited by applicable law and you shall have no rights under the Terms in such circumstances.

2. User Profile

1. You must register an account ("**User Profile**") on a Platform if you wish to use certain of the services available through the Platform (including making a booking request for in-home care services from a care professional).
2. You will need to create a username and password to register your User Profile. As part of the registration of a User Profile, CARETURN MY may require you to complete a verification process (in such manner as may be determined by CARETURN MY from time to time) to verify the information which you have provided to CARETURN MY. You agree to provide truthful, accurate and complete information when you register your User Profile (including in connection with any verification process) and you agree to maintain and update any information so provided. Any false identification, email address, telephone contact number or otherwise misleading information about your identity is strictly forbidden and CARETURN MY shall be entitled to delete your User Profile in such circumstances.
3. By registering a User Profile, you represent that the information provided to CARETURN MY is truthful, accurate and complete and that you will ensure that the

information you have provided is constantly up to date. Your information can be updated by logging in to your User Profile and making the necessary changes.

4. Your User Profile is personal to you and is not transferable to third parties. You must only register one User Profile. Multiple accounts will be deleted. CARETURN MY reserves the right in its sole discretion to delete any User Profile it believes to be duplicative.
5. A User Profile registered on a Platform will be available for use across all Platforms, and you shall be able to access and use any Platform and/or the services available through any Platform using your registered User Profile.
6. You are responsible for the safekeeping and maintaining the confidentiality of your username and password. You shall not disclose to any person your username or password and shall not permit or authorise any person to use your username or password for any purpose whatsoever. You agree to take reasonable measures and all due care to protect your username and password against misuse by third parties.
7. CARETURN MY may treat any access to or use of a Platform and/or the services available through a Platform through your User Profile as access or use by you, notwithstanding that it may have been accessed or used by any other person without your knowledge or authority. You shall be personally responsible and liable for any such access and use (including all information posted on or transmitted via any or all of the Platforms by anyone using your username and password and any payments due for any services acquired through any or all the Platforms by anyone using your username and password).
8. Should you learn that your User Profile has been used in an unauthorised manner to access or use any of the Platforms and/or the services available through any of the Platforms or effect any transaction in connection with such access or use ("**Unauthorised Use**"), you shall:
 1. immediately notify CARETURN MY of the Unauthorised Use;
 2. at CARETURN MY's request, make a police report of the Unauthorised Use;
 3. provide CARETURN MY with any other information relating to the Unauthorised Use as CARETURN MY may request; and
 4. immediately change the password to your User Profile.
9. CARETURN MY may notify you of matters related to any or all of the Platforms or the services available through any or all of the Platforms (including transactional matters relating to such services) by sending an email message to the email address listed under your User Profile, an electronic message to the mailbox assigned to your User Profile or a letter via postal mail to the mailing address listed under your User Profile. Notices shall become effective immediately.
10. CARETURN MY reserves the right in its sole discretion to delete your User Profile if CARETURN MY determines in its sole discretion that you have breached any of these Terms.

3. Privacy

1. During your access to or use of a Platform or any of the services available through a Platform, CARETURN MY may collect your personal information (including information you enter into your User Profile).
2. The personal information collected by CARETURN MY will be maintained, used, disclosed, stored and/or transferred in accordance with CARETURN MY's Privacy Policy.
3. Any information that you disclose in the public areas of any of the Platforms such as message boards and forums become public information. You should exercise caution when disclosing your personal information in this way.

4. Acceptable Use

1. You shall be responsible for any content that you post or transmit on or through any of the Platforms.
2. If you have a User Profile, you can post ratings of service providers ("**Ratings**") on the Platforms. Ratings will identify the User Profile that has posted the Rating. Unjustified multiple Ratings, self-Ratings and other forms of Ratings that attempt to have a distorting influence on the Rating system are prohibited and may be deleted.
3. The following provisions shall apply to all content (including Ratings) posted on or transmitted on or through any of the Platforms:
 1. Content must be based on demonstrable facts, must be written fairly and objectively and must not contain any content which is offensive or abusive, liable to criminal prosecution or otherwise unlawful.
 2. Content that violates the requirements set out in clause 4.3.1 will not be published or may be deleted.
 3. By posting or transmitting any Content on any of the Platforms, you grant CARETURN MY, free of charge, a non-exclusive, royalty-free, worldwide, irrevocable, perpetual licence to use, store, copy, modify or otherwise exploit or deal with the content in any manner it sees fit, including using it for further services, passing it on to third parties or publishing it.
4. You agree not to cause, nor knowingly allow others to cause, any nuisance, annoyance, or inconvenience, whether to CARETURN MY or any of the users of any of the Platforms by any means.
5. You agree to use the Platforms in a manner consistent with all applicable laws and regulations. Specifically, you will not use any of the Platforms in any way:
 1. which breaches any of these Terms;
 2. to post, transmit, distribute, link to, or solicit content that contains any advertising and promotional message;
 3. which violates or infringes any laws, regulatory requirements or codes applicable in Malaysia;
 4. which infringes or violates any copyright, trademark or any other intellectual property, personal or proprietary rights of any person, or violates any obligation of confidence or any other proprietary right;
 5. to post, transmit, distribute, link to, or solicit content that contains any obscene, offensive, defamatory or otherwise actionable material;
 6. which undermines the security or integrity of any of the Platforms, including without limitation by importing any spyware, viruses, Trojan horses, worms, keystroke loggers, time bombs or other disabling devices or malicious computer software intended to detrimentally interfere, damage, surreptitiously intercept or expropriate such equipment, systems or networks;
 7. to post, transmit, distribute, link to, or solicit content that contains any errors, whether technical or otherwise; or
 8. to post, transmit, distribute, link to, or solicit content that contains any material in any form that would otherwise render CARETURN MY liable or expose CARETURN MY to any proceedings whatsoever.
6. You shall not use any robot, spider, or other automatic or manual device or process to monitor or copy any portion of any content contained in any of the Platforms without CARETURN MY's express written permission.
7. You shall not use any device, software or routine to interfere or attempt to interfere with the proper working of any of the Platforms, or to impose an unreasonable or disproportionately large load on the servers serving any of the Platforms.
8. You acknowledge that some of the content available on the Platforms may be posted on or via the Platforms by third parties, including content provided by blogs or reviews or comments made by users of the Platforms. CARETURN MY shall not be responsible

for the accuracy of or any errors or omissions in any content available on any of the Platforms.

9. CARETURN MY shall have the right (but not the obligation) in its sole discretion to monitor, refuse or remove any content that is available on any of the Platforms. Without limiting the foregoing, CARETURN MY shall have the right to remove any content that violates these Terms or is otherwise objectionable.
10. CARETURN MY assumes no responsibility for monitoring any of the Platforms for inappropriate content. If at any time CARETURN MY chooses, at its sole discretion, to monitor any of the Platforms, CARETURN MY nonetheless assumes no responsibility for the content available on any of such Platforms.

5. Intellectual Property

1. Content available on the Platforms (including information, communications, software, images, sounds contained on or available through the Platforms) is provided by CARETURN MY, its content providers and third-party licensors. The intellectual property rights to or over the contents available on the Platforms belong to CARETURN MY, its content providers and/or third-party licensors. All rights are reserved. Subject to Clause 5.2, you must not reproduce, modify, transfer, distribute, republish, download, post, or transmit in any form or by any means, including electronic, mechanical photocopying or recording, any of the content available on any of the Platforms without the prior written permission of CARETURN MY. Without prejudice to the foregoing, you agree that the material and content contained within or available through the Platforms may not be used for commercial purposes or distributed commercially.
2. Notwithstanding Clause 5.1, you may view, store, print and display the content available on the Platforms solely for your personal, non-commercial use.
3. Your access to or use of the Platforms should not be construed as granting, by implication, estoppel or otherwise, any licence or right to use the trademarks, tradenames, logos or service marks appearing on any of the Platforms without CARETURN MY's prior written consent. You may not, without CARETURN MY's prior written consent, use any of such trademarks, tradenames, logos or service marks as a hyperlink to CARETURN MY's website or any of the Platforms or any other website or platform.
4. You may not modify, translate, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code for the computer systems and other technology that operate any of the Platforms or create derivative works based on any of the Platforms. For the purposes of these Terms, "reverse engineering" shall include the examination or analysis of any of the Platforms to determine the source code, structure, organisation, internal design, algorithms or encryption devices of any of such Platform's underlying technology.

6. Disclaimer of Warranties

1. The uses of any and all of the Platforms is at your own risk.
2. CARETURN MY takes certain industry-accepted precautions to secure the Platforms or portions of the Platforms. However, CARETURN MY does not warrant that:
 1. the access to or use of the Platforms will meet your requirements;
 2. the Platforms will always be available;
 3. the access to or use of the Platforms will be uninterrupted, timely, secure, error-free or virus-free, or free from other invasive or damaging code;
 4. the quality of any products, services, information, or other material (including the content and services) purchased or obtained by you through your access to or use of the Platforms will meet your expectations; or
 5. any errors in the Platforms will be corrected.
3. By accessing and using any of the Platforms, you understand and agree that:
 1. You assume total responsibility and risk for your access to and use of the Platforms. CARETURN MY does not make any express or implied warranties, representations or endorsements whatsoever with regard to any of the Platforms or any content or service provided through any of the Platforms, and shall not be liable for any cost or damage arising directly or indirectly from any such transaction. The content and services available on the Platforms are provided to you on an “as is, as available” basis without warranty or condition of any kind.
 2. Any content downloaded, uploaded or otherwise obtained through your access to and use of any of the Platforms is done at your own risk and discretion. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, and other information provided through the Platforms.

7. Indemnity

1. To the extent permitted by applicable law, you agree to indemnify and hold harmless CARETURN MY, its shareholders, directors, officers, employees, agents and representatives (collectively, the “**Indemnified Parties**”), from and against any and all claims, demands, actions, judgments, losses, liabilities, damages, costs and expenses of whatever nature (including legal costs on a full indemnity basis) which any or all of the Indemnified Parties may incur or suffer as a result of, arising out of or in connection with your access to or use of any of the Platforms, your breach of any of these Terms, or your infringement or violation of the rights of any third party.
2. The obligations under this Clause 7 shall survive any termination of your relationship with CARETURN MY or your access to or use of the Platforms. CARETURN MY reserves the right to assume the defence and control of any matter subject to indemnification by you, in which event you will cooperate with CARETURN MY in asserting any available defences.

8. Limitation of Liability

1. To the extent permitted by applicable law, CARETURN MY shall not be liable to you in any way whatsoever for any loss, damages or costs, whether in contract or tort (including negligence or breach of statutory duty) or otherwise arising out of or in connection with your access to or use of any of the Platforms or other content or services provided through any of the Platforms.
2. If you are dissatisfied with any portion of any of the Platforms or with any provision in these Terms, your sole and exclusive remedy is to terminate the Terms and discontinue your access to or use of the Platforms.

9. Third-Party Websites and Third-Party Content

1. The Platforms may contain hyperlinks or other redirection tools to websites or applications that are owned or operated by third parties. Such websites or applications are not controlled by CARETURN MY and do not form part of any of the Platforms. If you choose to use such hyperlinks or redirection tools to access such websites or applications, you agree to review and accept such websites' or applications' terms and conditions of use before accessing such websites or applications. You access such third-party websites and applications at your own risk.
2. CARETURN MY does not assume any responsibility for material created or published by such third-party websites or applications, and by providing a link to such third-party websites or applications, CARETURN MY does not imply that CARETURN MY endorses the websites or applications or the products or services referenced in such websites or applications. You acknowledge that CARETURN MY has no control over, excludes all liability for and cannot be deemed to have endorsed the content of any material on the Internet which can be accessed by using the Platforms.
3. You agree that caching, hyperlinking to, and framing of CARETURN MY's website or any of its contents are strictly prohibited.
4. CARETURN MY reserves all rights to disable any links to, or frames of any website containing inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topics, names, material or information, or material or information that violates any written law, any applicable intellectual property or proprietary, privacy or publicity rights.

10. Dispute Resolution

1. These Terms shall be governed by and construed in accordance with the laws of Malaysia.
2. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and settled by arbitration in accordance with the Asian International Arbitration Centre (AIAC) Rules. The seat of the arbitration shall be Malaysia. The arbitration shall be conducted in English. The arbitral tribunal shall consist of one arbitrator. Notwithstanding anything to the contrary in this Agreement, any party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek any injunctive relief or measures, or any interlocutory, provisional or interim relief or measures, from any court of competent jurisdiction.

11. General

1. No failure or delay by CARETURN MY in exercising any right or remedy under these Terms shall operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy under these Terms preclude any other or further exercise thereof or the exercise of any other right or remedy.
2. If any provision in these Terms shall be, or at any time shall become invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provision of these Terms but these Terms shall be construed as if such invalid or illegal or unenforceable provision had never been contained in these Terms.
3. You shall not assign, transfer or subcontract, or purport to assign, transfer or subcontract, any of your rights, interests or obligations under these Terms without the prior written consent of CARETURN MY. CARETURN MY shall be entitled to assign, transfer or subcontract any or all of its rights, interests and obligations under these Terms to any third party without your prior written consent.

12. Service Agreement

THIS AGREEMENT is made between the Caregiver and the Client and takes effect from the date that the Caregiver accepts a Booking Request made by the Client. **RECITALS**

1. CARETURN MY Sdn. Bhd. ("**CARETURN MY**") operates and manages a Platform through which a client can request for In-home Care Services (as hereinafter defined).
2. When a Booking Request (as hereinafter defined) made by a client has been received by CARETURN MY, CARETURN MY will conduct a care assessment to decide whether it is able to assist with the request. If it is able to, the Company will propose via an algorithm the most suitable Caregiver from its Database (as hereinafter defined) to meet the Booking Request.
3. The Client has registered with the Website and has submitted a Booking Request.
4. The Caregiver is an independent contractor proposed by CARETURN MY to provide the In-home Care Services and has accepted the Client's Booking Request.
5. This Agreement sets out the obligations of each Party in connection with the provision of the Booked Services (as hereinafter defined).

THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

1. For the purpose of this Agreement, the following terms shall have the following meanings
2. **The agreement** means this agreement together with the Schedules hereto, which may be amended from time to time, as agreed in writing by the Parties together with the Booking Request accepted by the Caregiver;
 - I. **"Booked Service Duration"** means the estimated amount of time the Caregiver will require to carry out the Booked Services as set out in the Booking Request;
 - II. **"Booked Service Fee"** means the fee payable by the Client for the Booked Services;
 - III. **"Booked Service Location"** means the address where the Booked Services are to be carried out as set out in the Booking
 - IV. **"Booked Services"** means the In-home Care Services that the Client has requested in its Booking Request and which has been accepted by the Caregiver;
 - V. **"Booking Request"** means the request made by a Client on the Platform for the Booked Services which are to be carried out at the Booked Service Location at the Scheduled Booking Time;
 - VI. **"Caregiver"** means the Caregiver proposed by CARETURN MY to provide the In-home Care Services who has accepted the Client's Booking Request;
 - VII. **"Client"** means the client who has registered with the Platform and submitted a Booking Request;

- VIII. **“Database”** means the database compiled by the Company relating to independent Caregivers with specific skills required to deliver the required services;
- IX. **“Dispute Period”** means the period of seven (7) working days following the completion of the Booked Services;
- X. **“In-home Care Services”** means the in-home care services set out on the Platform and which are available to be performed by Caregivers;
- XI. **“Medical Consumables”** means the consumable products required by the Caregiver to perform the Booked Services;
- XII. **“Payment Agent”** means the third party escrow and payment agent engaged by CARETURN MY to collect the Booked Service Fee and to process and remit payments to the Caregiver;
- XIII. **“Scheduled Booking Time”** means the time and date the Booked Services are to be undertaken by the Caregiver as set out in the Booking Request;
- XIV. **“Tax”** means goods and services tax or any other taxes or payments which may be imposed by authorities in Malaysia; and
- XV. **“Website”** means <http://www.CARETURN MY.com.my/>, associated CARETURN MY mobile phone applications and CARETURN MY technology tools.
- XVI. The headings in this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.
- XVII. Unless otherwise indicated, any reference in this Agreement to a Clause or Schedule refers to specific Clause of, or Schedule to this Agreement.
- XVIII. References to any statute or statutory provision are to be construed as a reference to the same as it may from time to time be, amended, modified or re-enacted.
- XIX. Words denoting the singular include the plural and vice versa and words importing the masculine gender include the feminine and neuter genders and vice versa.

SERVICES TO BE PROVIDED AND RELATIONSHIP OF THE PARTIES

1. The Caregiver shall provide the Booked Services at the Scheduled Booking Time and Booked Service Location.
2. The Parties acknowledge that the Caregiver is engaged directly by the Client as an independent contractor and nothing in this Agreement shall be construed as creating an employer-employee relationship between the Parties. The Parties further acknowledge that the Caregiver is not an agent or partner (through a joint-venture or otherwise) of CARETURN MY and is not authorised to make any representation, contract or commitment on behalf of CARETURN MY.

OBLIGATIONS OF THE CAREGIVER

1. The Caregiver agrees to:
 1. deliver and complete the Booked Services;
 2. provide the Booked Services with reasonable care and skill;
 3. take all necessary steps to avoid any loss and/or damage to the Client's property; and
 4. utilise the Booked Service Duration effectively and efficiently in providing the Booked Services.
2. If the Booked Services performed by the Caregiver are not up to a standard reasonably required of a Caregiver or if there is any damage caused to the Client by the Caregiver (the "**Client Dispute**"), the Client shall notify CARETURN MY of the Client Dispute within the Dispute Period. CARETURN MY shall inform the Caregiver of the Client Dispute and the Caregiver shall arrange, via CARETURN MY, a date and time mutually agreed with the Client (in no event later than 7 days after the Client Dispute is raised unless otherwise agreed by the Client) to complete the Booked Services or rectify the Booked Services to a reasonable standard at the Booked Service Location. No additional payment will be charged to the Client for the performance of any rectification services in satisfaction of a Client Dispute. Booked Services will not be deemed to be completed (and an invoice will not be issue to the Client for payment) until a Client Dispute has been resolved.

OBLIGATIONS OF THE CLIENT

1. The Client shall:
 1. do all things which are reasonably necessary to enable the Caregiver to perform the Booked Services in an efficient manner;
 2. provide the Medical Consumables which are necessary to enable the Caregiver to perform the Booked Services;
 3. provide a safe environment for the Caregiver to provide the Booked Services;
 4. notify CARETURN MY of any damage caused by the Caregiver as soon as practicable, but in any event, within the Dispute Period; and
 5. ensure that the Booked Service Location is at a private residential property and not an office or a place of business (except where the care services involve escort services).

PAYMENT OF BOOKED SERVICE FEES

1. The Client shall pay the Booked Service Fee for the Booked Services.
2. The Client agrees to allow the Payment Agent to process payment by bank transfer or the Client's credit card automatically in an amount equal to the Booked Service Fee prior to the completion of the Booked Services. The Payment Agent will remit payment to the Caregiver (less any payment made to CARETURN MY) following the completion of the Booked Services.

CHANGES, CANCELLATIONS AND REFUNDS

1. The Client shall be permitted to cancel or amend a Booking Request on the Website, free of charge, up to seven (7) days before the Scheduled Booking Time or as long as the Booking Request has not been assigned to a Caregiver.
2. If the Client cancels a Booking Request within seven (7) days of the Scheduled Booking Time, but at least twenty-four hours before the Scheduled Booking Time, the Client will be charged a fee per cancellation.
3. If the Client amends a Booking Request within seven (7) days of the Scheduled Booking Time, but at least twenty-four hours before the Scheduled Booking Time, the Client will be charged a fee per change.
4. If the Client amends a Booking Request within twenty-four hours of the Scheduled Booking Time, the Client will be charged a fee per change. This does not cover a reduction of the Booked Service Duration.
5. If the Client cancels a Booking Request or reduces the Booked Service Duration within twenty-four hours of the Scheduled Booking Time, the Client will be charged the full Booked Service Fees of the original Booking Request for the first twenty-four (24) hours.
6. In the event the Caregiver is unable to perform the Booked Services at the Scheduled Booking Time, this Agreement shall be terminated.
7. If there is a breach of this Agreement by the Caregiver, any damages which the Client shall be entitled to shall be limited to the amount of the Booked Service Fee which the Client has paid to that Caregiver (less any payment made to CARETURN MY) within the past seven (7) days.

TERM AND TERMINATION OF AGREEMENT

1. This Agreement shall commence on the date set out at the beginning of this Agreement and will continue until terminated:
 1. in accordance with Clause "Changes, Cancellations and Refunds"; or
 2. by either Party by giving written notice to the other Party following a material breach of this Agreement by the other Party.
2. Termination of this Agreement, however arising, shall not affect either Party's rights and remedies that have accrued as at termination.

FORCE MAJEURE

1. Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

CONFIDENTIALITY

1. Each Party shall keep in strict confidence all information of a confidential nature which has been disclosed to it by the other Party. This Clause shall survive termination of this Agreement.

GENERAL

1. All amounts payable pursuant to this Agreement are expressed in and shall be paid in Ringgit.
2. All rights and remedies of the Parties are separate and cumulative, and none of them, whether exercised or not, shall be deemed to be to the exclusion of any other rights or remedies or shall be deemed to limit or prejudice any other legal or equitable rights or remedies which either Party may have.
3. The waiver by a Party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).
4. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or party-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.
5. Any notice required or permitted to be given under this Agreement shall be in writing and shall be properly given if personally delivered, delivered by facsimile transmission or mailed by prepaid registered mail addressed to the Parties at their addresses set out at the beginning of this Agreement or to such other address as each Party may from time to time specify by notice given to the other in accordance herewith. Any notice so given shall be conclusively deemed to have been given or made on the day of delivery, if personally delivered, or if delivered by facsimile transmission or mailed as aforesaid, upon the date shown on the facsimile confirmation of receipt or on the postal receipt as the date upon which the envelope containing such notice was actually received by the addressee.
6. Neither Party shall be entitled to assign or otherwise part with the whole or part of the benefit of this Agreement without the consent of the other Party.
7. No amendment of this Agreement will be effective unless made in writing and signed by the Parties.
8. This Agreement, together with the Booking Request accepted by the Caregiver, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.
9. This Agreement shall be governed by and construed in accordance with the laws of Malaysia.
10. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and settled by arbitration in accordance with the Asian International Arbitration

Centre (AIAC) Rules. The seat of the arbitration shall be Malaysia. The arbitration shall be conducted in English. The arbitral tribunal shall consist of one arbitrator. Notwithstanding anything to the contrary in this Agreement, any party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek any injunctive relief or measures, or any interlocutory, provisional or interim relief or measures, from any court of competent jurisdiction.

11. This Agreement may be executed in one or more counterparts and all such counterparts when executed and taken together will constitute this Agreement.

POST-PAID VISIT(S)

Visits that are not yet assigned

- Changing or cancelling visits before a Caregiver has been assigned is **free of charge**.

Cancellations

- For visits that have a Caregiver assigned, if the cancellation takes place more than 24 hours before the visit start time, there is **no cancellation fee**.
- For visits that have a Caregiver assigned, if the cancellation takes place within or less than 24 hours before the visit start time, **a service fee is chargeable**.
- For visits that have a Caregiver assigned, if the cancellation takes place within or less than 2 hours before the visit start time, **a service fee and a standard transportation fee is chargeable**.
- When multiple visits are cancelled at the **same time**, the maximum cancellation fee is **100% of all visit hours within 24 hours of the cancellation time**. No additional cancellation fees will be charged on visits that were scheduled to start later than 24 hours after the cancellation.
- CARETURN MY may waive cancellation fees under extenuating circumstances or at CARETURN MY's discretion.
- CARETURN MY will have the final say in all disputes.

Changes

- For a visit that is **extended** at any time, there is **no change fee**. However, the applicable ala-carte hourly rates will apply for the extended hours.
- For a visit that is assigned to a Caregiver, if the visit requirements are changed and the original Caregiver can still perform the visit, there is **no change fee**.
- For a visit that was assigned to a Caregiver, and the visit requirements are changed (excluding a reduction of visit duration) hence requiring a different Caregiver to be assigned, if the change is requested more than 48 hours before the visit start time, there is **no change fee**.
- For a visit that was assigned to a Caregiver and the visit requirements are changed (excluding a reduction of visit duration) hence requiring a different Caregiver to be assigned, if the change is requested within 24 hours to 2 days of the visit start time, **a change fee is chargeable**.
- For a visit that was assigned to a Caregiver and the visit requirements are changed (excluding a reduction of visit duration) hence requiring a different Caregiver to be assigned, if the change is requested less than 24 hours of the visit start time, **a late change fee is chargeable**.
- For a visit that was assigned to a Caregiver and the visit duration is reduced, if the reduction of visit hours is requested more than 24 hours before the visit start time, there is **no change fee** applicable and the visit duration will be amended as per the request.
- For a visit that was assigned to a Caregiver and the visit duration is reduced, if the reduction of visit hours is requested less than 24 hours before the visit start

time, **the full amount for the original scheduled visit hours will still be chargeable.**

- If multiple changes are made, multiple change fees will be charged.
- CARETURN MY may waive change fees under extenuating circumstances or at CARETURN MY's discretion.
- CARETURN MY will have the final say in all disputes.

PRE-PAID VISIT(S)

Visits that are not yet assigned

- Changing or cancelling visits **before** a Caregiver has been assigned is **free of charge.**

Cancellations

- For visits that have a Caregiver assigned, if the cancellation takes place more than 24 hours before the visit start time, there will **not be any deduction of hour(s)** from the existing care plan.
- For visits that have a Caregiver assigned, if the cancellation takes place less than 24 hours before the visit start time, there will be a **deduction of 1 hour from the existing care plan.**
- For visits that have a Caregiver assigned, if the cancellation takes place within or less than 2 hours before the visit start time, **a 1-hour service deduction will apply on the existing care plan and a standard transportation fee is chargeable.**
- CARETURN MY may waive cancellation penalties under extenuating circumstances or at CARETURN MY's discretion.
- CARETURN MY will have the final say in all disputes.

Changes

- For a visit that is **extended** at any time, there will be no change fee. However, the **extended hours will be deducted** from the existing care plan.
- For a visit that is assigned to a Caregiver, if the visit requirements are changed and the original Caregiver can still perform the visit, there is **no change fee.**
- For a visit that was assigned to a Caregiver, and the visit requirements are changed (excluding a reduction of visit duration) hence requiring a different Caregiver to be assigned, if the change is requested more than 48 hours of the visit start time, there is **no change fee.**
- For a visit that was assigned to a Caregiver and the visit requirements are changed (excluding a reduction of visit duration) hence requiring a different Caregiver to be assigned, if the change is requested within 24 hours to 2 days of the visit start time, **a late change fee is chargeable.**
- For a visit that was assigned to a Caregiver and the visit requirements are changed (excluding a reduction of visit duration) hence requiring a different Caregiver to be assigned, if the change is requested less than 24 hours of the visit start time, **a late change fee is chargeable..**

- For a visit that was assigned to a Caregiver and the visit duration is reduced, if the reduction of visit hours is requested more than 24 hours before the visit start time, there is **no change fee** applicable and the visit duration will be amended as per the request.
- For a visit that was assigned to a Caregiver and the visit duration is reduced, if the reduction of visit hours is requested less than 24 hours before the visit start time, the **full duration for the original scheduled visit hours will still be deducted** from the existing care plan.
- If multiple changes are made, multiple change fees will be charged.
- CARETURN MY may waive change fees under extenuating circumstances or at CARETURN MY's discretion.
- CARETURN MY will have the final say in all disputes.

Cancellation & Change Policy

Visits that are not yet assigned

- Cancelling a visit application before receiving confirmation from CARETURN MY of being assigned to the visit is **free of charge**.

Cancellations

- Cancelling a visit with more than 2 days notice before the visit start time is **free of charge**.
- Cancelling a visit within 1 day to 2 days before the visit start time will **incur a cancellation fee**.
- Cancelling a visit within 24 hours before the visit start time will **incur a cancellation fee**.
- Cancelling a visit after the visit start time has passed will **incur a cancellation fee**.
- A cancellation fee is chargeable for each visit. Multiple cancellations will incur multiple cancellation fees.
- CARETURN MY may waive cancellation fees under extenuating circumstances or at CARETURN MY's discretion.
- To be eligible for a cancellation fee waiver due to illness, supporting documents must be submitted within 48 hours of the cancellation via 'Get Help' in the Care Pro App.

No Shows

- Failing to turn up for a visit will incur a no show fee.
- CARETURN MY may waive no show fees under extenuating circumstances or at CARETURN MY's discretion.

Late Fees

- Clocking in 10 minutes or more after the visit start time will incur a **late fee**.
- CARETURN MY may waive late fees under extenuating circumstances or at CARETURN MY's discretion.

Care Owner Cancellations

- If you are assigned to a visit but the visit is cancelled within 24 hours of the visit start time, you will receive **one hour's service fees**.

Caregiver Dress Code

Do's

- Decent attire should be worn when providing caregiving services to exude professionalism as a CARETURN MY Caregiver.
- Long pants or bermudas which can be folded when required is recommended.
- CARETURN MY recommends to bring along an extra set of clothes for visits in which you help the care recipient with exercises. This is so that Care Builders continue to be professional in the event of heavy perspiration.

Don'ts

- Revealing clothing such as spaghetti straps, shoulderless, backless, midriff-baring and low v-neck tops are not permitted.
- Shorts are not permitted.
- Sheer or see-through clothing (e.g. mesh or slits) is not permitted.