

CARE PANDA INC. GENERAL SERVICE AGREEMENT (GSA)

Authoritative Commercial, Booking, Payment, and Cancellation Terms
Version 1.4 • Effective 18 October 2026 • Registered in Parañaque City, Philippines

This General Service Agreement (the "Agreement") is entered into by and between Care Panda Inc. ("Care Panda"), with registered office at 9th Floor, Sinocan Corporate Center, Aseana Business Park, Tambo, Parañaque City 1701, Philippines, and each Client and Care Partner utilizing the Care Panda Platform. By initiating a booking, registering an account, or accepting a care engagement, you agree to be bound by the commercial terms set forth herein.

1. Core Definitions

Term	Legal & Operational Meaning
Client	An individual or entity booking caregiving or private duty nursing services through the Platform.
Care Partner	An independent professional caregiver or PRC-licensed nurse providing care services via the Platform.
Booking	A confirmed engagement for a specified shift date, duration (4h, 8h, 12h, or stay-in), location, and care tier.
Care Credits	Platform credits denominated in Philippine Pesos (₱1 = 1 Care Credit) stored in the Client's wallet and applied automatically toward future bookings.
Tips	Voluntary monetary appreciation provided by a Client to a Care Partner, disbursed 100% tax-free to the partner.
Express Dispatch	Priority urgent or same-day care matching requested within 24 hours of shift start.
Shift Console	The in-app digital management tool utilized by Care Partners for GPS check-in, check-out, and care journal submission.

2. Fee Structure and Rate Breakdown

All pricing on the Platform is denominated in Philippine Pesos (₱) and transparently presented in full before payment authorization. No hidden insurance or administrative fees are charged.

Fee Component	Description	Borne By
Care Partner Rate	The base hourly rate set by the Care Partner (or tier floor rate) for care services delivered.	Client
Platform Service Fee	Care Panda's technology and matching fee for platform maintenance, screening, and customer support.	Client

Express Travel Subsidy	A flat ₱200 travel subsidy added exclusively to Express Dispatch bookings and commuter calls, disbursed directly to the Care Partner.	Client
Tips	Voluntary appreciation given to the Care Partner, transferred in full without platform deductions.	Client

3. Payment Authorization, Custody, and Release

- **Payment Authorization:** Payments are authorized upon booking submission via PayMongo (Credit/Debit Card, GCash, or Maya). If payment authorization fails, no booking commitment is created.
- **Payment Custody:** Client payment is held securely pending service verification. Funds are not released to the Care Partner until shift completion is recorded via the digital Shift Console.
- **Check-In & Completion:** Care Partners must perform GPS check-in upon arrival at the service location and GPS check-out upon shift completion. Upon check-out and submission of the digital Care Journal, net earnings (Partner Rate + any Express Travel Subsidy + Tips) are automatically credited to the partner's earnings balance.
- **Partner Withdrawals:** Care Partners may request a withdrawal of accumulated earnings at any time to their nominated Philippine bank account or verified e-wallet (GCash/Maya). Payouts are processed on regular business cycles.

4. Authoritative Cancellation and Refund Policy

To protect both Clients and independent Care Partners who reserve their professional availability, the following Authoritative Cancellation Matrix governs all bookings:

Cancellation Scenario	Client Charge / Fee	Refund & Payout Treatment
Client cancels > 24 hours before shift start	0% (No cancellation fee)	100% full cash refund to original payment card / method.
Client cancels between 12 and 24 hours before shift	20% cancellation fee retained	Remaining 80% issued immediately as Care Credits. For Care Package bookings, clients may use their one-time Late Pass.
Client cancels < 12 hours before shift start	Full session charged	50% disbursed to Care Partner as schedule compensation; remaining 50% retained as platform fee. (Panda Prime members receive waiver protection).
Care Partner or Care Panda cancels shift	0% (No fee to Client)	100% immediate full refund to original payment method. Care Panda coordinates priority replacement if requested.
Unpaid checkout expires	0% (No charge)	Any applied Care Credits are restored immediately to Client wallet via <code>restore_unpaid_booking_credits</code> .

5. Care Packages and Panda Prime

- **Care Packages:** Clients may purchase multi-session Care Packages (5, 10, or 20 sessions) with upfront savings (5%, 10%, or 15% discount). Each session is scheduled as an individual dated booking. Rescheduling is permitted up to 12 hours prior to shift without penalty.
- **Panda Prime:** Panda Prime is a premium subscription (₱499/month) providing priority emergency dispatch, 50% discount on express matching fees, unlimited family profile links, late cancellation waivers, and dedicated care concierge.

6. Professional Standards, Working Conditions, and Scope of Work

6.1 General Care Standards & Working Conditions

- **Scope of Care:** Care Partners must deliver care with dignity, skill, and punctuality. Clinical nursing tasks (IV therapy, medication administration, wound care, catheter management) must be supported by a physician's order and performed only by PRC-licensed nurses.
- **Working Conditions:** Clients must provide a safe, respectful environment. For 24-hour stay-in care, Clients must provide private sleeping accommodations, adequate rest intervals (minimum 8 hours per day), and wholesome meals.
- **Fatigue Management:** To prevent caregiver fatigue and maintain patient safety, the Platform monitors rolling 7-day work hours. The Platform may restrict back-to-back shift assignments exceeding safe physiological thresholds.

6.2 Maternal, Postpartum & Newborn Care Scope of Work & Care Needs

Care Panda supports growing families through specialized Maternal & Newborn Care (Postpartum & Infant Care). To ensure maternal recovery, infant physical safety, and compliance with Philippine healthcare regulations, duties are strictly delineated between Non-Clinical Caregivers (Newborn Care Specialists / Infant Care Assistants) and Clinical Private Duty Nurses:

Care Domain	Certified Caregiver / Newborn Care Specialist (Non-Clinical)	PRC-Licensed Registered Nurse (Clinical)
Postpartum Mother Recovery	Non-clinical comfort support, mobility assistance post-delivery, hydration assistance, preparation of nutritious lactation meals and warm compresses, emotional support, and facilitating undisturbed maternal rest/sleep intervals.	Clinical maternal vital signs monitoring (BP, heart rate, temp), post-operative C-section surgical wound evaluation and sterile dressing changes, monitoring lochia (postpartum bleeding) and screening for postpartum hemorrhage, pre-eclampsia symptom screening (hypertension, edema, persistent headache, vision changes), and administering physician-prescribed medications.
Lactation & Breastfeeding	Comfort-focused support: positioning mother and infant with nursing pillows, bringing infant to mother, providing hydration/snacks, and safe hygienic storage, thawing, and warming of expressed breastmilk per parental directions.	Clinical lactation support: assessment of latch and positioning, evaluation and management of nipple trauma/cracking, clinical management of breast engorgement and plugged milk ducts, mastitis clinical screening, and therapeutic breast care.

Newborn Care & Hygiene (ADLs)	Gentle sponge baths, umbilical cord stump hygiene (keeping clean, dry, and exposed to air), diaper changes and barrier cream application, dressing, swaddling, soothing techniques, and burping.	All routine infant hygiene plus clinical evaluation of neonatal skin integrity, diaper dermatitis requiring prescription therapeutic topicals, and clinical umbilical cord infection screening (omphalitis monitoring).
Infant Feeding & Reflux Management	Bottle feeding with formula or expressed breastmilk strictly following parents' prepared volumes and schedules, paced bottle feeding techniques, proper burping, and upright holding post-feed to reduce reflux and spitting up.	All feeding assistance plus specialized feeding management for infants with cleft lip/palate, severe gastroesophageal reflux (GERD), nasogastric (NG) tube feeding under pediatric prescription, and precise fluid intake/output balance calculation.
Infant Safe Sleep & SIDS Prevention	Strict adherence to safe sleep protocols: placing infant exclusively on their back on a separate, firm, flat mattress in a safety-approved crib or bassinet; zero loose blankets, pillows, bumpers, or soft toys; continuous supervision; absolute prohibition of co-sleeping or bed-sharing on adult beds, recliners, or sofas.	Clinical safe sleep oversight, monitoring apnea monitors or pulse oximetry if medically prescribed for premature or high-risk infants, and clinical respiratory rate/effort evaluation.
Health Observation & Vital Signs	Non-clinical observation of infant behavioral cues, feeding alertness, sleep cycles, and logging wet/soiled diaper counts and feed volumes in the Care Journal.	Clinical neonatal vital signs monitoring (apical heart rate, respiratory rate, axillary temperature), clinical jaundice assessment (icterus progression, bilirubin screening), and care of preterm or low-birth-weight infants under pediatric direction.
Nursery Sanitation & Environment	Washing, sterilizing, and prepping bottles, pump parts, and pacifiers; keeping the nursery clean, sanitized, and well-ventilated; laundering infant clothing with baby-safe detergent.	Infection control oversight, sterile technique maintenance for wound or procedural dressings, and clinical waste disposal.

- **Parental Authority:** Parents and legal guardians retain primary legal authority and decision-making over infant feeding guidelines, pediatrician instructions, and emergency preferences.
- **Safe Sleep Mandate:** Care Partners must NEVER co-sleep with an infant on a bed, couch, or chair. Infants must always sleep on their back in an independent, clear crib/bassinet.
- **Prohibition of Rough Handling:** Zero tolerance for shaking, rough handling, or leaving an infant unattended on an elevated surface (e.g. changing table, bed, sofa).
- **Neonatal Emergency Triggers:** Care Partners must immediately dial 911 / emergency services and notify parents upon observing neonatal danger signs: respiratory distress (grunting, chest retractions, nasal flaring), central cyanosis (blue lips/face), fever $\geq 38.0^{\circ}\text{C}$ in infants under 3 months, or sudden extreme lethargy/unresponsiveness.

7. Governing Law and Arbitration

This Agreement is governed by the laws of the Republic of the Philippines. Any dispute arising out of commercial transactions, payouts, or cancellations shall be resolved through the Care Panda Trust & Safety dispute mediation mechanism, failing which disputes shall be submitted to the courts of Parañaque City, Philippines.