

CARE PANDA INC. TERMS OF SERVICE

Public Platform User Terms & General Disclosures

Version 1.4 • Effective 18 October 2026 • Registered in Parañaque City, Philippines

These Terms of Service (the "Terms") form a legally binding agreement between you and Care Panda Inc. ("Care Panda", "we", "us", or "our"), a corporation organized and existing under the laws of the Republic of the Philippines, with registered office at 9th Floor, Sinocan Corporate Center, Aseana Business Park, Tambo, Parañaque City 1701, Philippines. These Terms govern your access to and use of the Care Panda website (thecarepanda.com, app.thecarepanda.com), mobile applications, APIs, and associated services (collectively, the "Platform").

By creating an account, accessing, browsing, or using the Platform, you acknowledge that you have read, understood, and agreed to be bound by these Terms and our Data Privacy Policy. If you do not agree to these Terms, you must immediately discontinue use of the Platform.

These Terms govern your general use of the Platform. Booking arrangements, commercial payments, fee calculations, payment holds, partner payouts, cancellation rules, Care Credits, and voluntary tips are governed by the separate General Service Agreement, which is incorporated herein by reference. In the event of an inconsistency regarding commercial transactions, the General Service Agreement shall prevail.

1. About the Care Panda Marketplace

- **Marketplace Technology Only:** Care Panda Inc. operates an online technology marketplace connecting families, individuals, and corporate clients ("Clients") with independent, vetted professional caregivers and private duty nurses ("Care Partners") across the Philippines.
- **No Medical or Employment Relationship:** Care Panda is solely a technology platform facilitator. Care Panda is not a healthcare institution, medical clinic, hospital, employment agency, or direct employer of Care Partners. Care Panda does not itself provide medical treatment, diagnosis, clinical advice, nursing interventions, or personal care services.
- **Independent Care Delivery:** Care services are delivered directly by independent Care Partners under bilateral service arrangements facilitated by the Platform. Care Partners exercise independent professional judgment in performing agreed care tasks.
- **Scope of Services:** The Platform advertises non-clinical caregiving (elderly care, companionship, assisted mobility, hygiene, meal prep, cognitive stimulation, and maternal/newborn care assistance) and professional in-home nursing services. Maternal & Newborn Care encompasses non-clinical infant care assistance (safe sleep supervision, soothing, swaddling, bottle feeding per parents' instructions, sponge baths, cord stump hygiene, and diapering) and postpartum mother support. Clinical nursing services (including maternal C-section incision care, vital-sign monitoring, lochia checks, neonatal assessment, pediatrician-prescribed medication administration, IV therapy, catheter management, and palliative care) may be accepted and performed exclusively by Care Partners who hold a valid, active Professional Regulation Commission (PRC) nursing licence, acting within their lawful statutory scope and under appropriate physician orders.

2. Eligibility, Registration and Account Security

- **Age Requirement:** You must be at least 18 years of age and legally competent to form a binding contract under Philippine law.

- **Accurate Information:** You agree to provide true, accurate, current, and complete information during registration and keep your profile updated.
- **Account Identity:** Your email address serves as the primary unique identifier for your account. User accounts are personal, non-transferable, and may not be shared, assigned, or sold to third parties.
- **Security & Safeguards:** You are solely responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. Notify Care Panda immediately at hello@thecarepandaph.com of any unauthorized access.
- **Identity Protection:** The Platform utilizes identity verification security questions (including verified birthdate and college/institution) to safeguard account recoveries and protect profile records.

3. Platform User Roles

- **Client:** Searches care professionals, creates booking requests, manages care recipients, authorizes payments, reviews care journals, and utilizes Care Credits.
- **Care Partner:** Independent certified caregiver or PRC-licensed nurse who lists service capabilities, manages availability calendars, accepts booking requests, delivers care, and receives shift payouts.
- **Administrator:** Authorized Care Panda personnel responsible for credential verification, compliance reviews, payment settlement audits, incident investigation, and platform security.

4. Acceptable Use and Platform Integrity

You agree that you will not:

- Violate any applicable national or local laws, including Republic Act No. 10173 (Data Privacy Act of 2012) and the Cybercrime Prevention Act of 2012.
- Falsify identity, credentials, professional PRC licences, educational background, or health records.
- Solicit, negotiate, or complete off-platform bookings with users introduced through Care Panda to circumvent platform service fees ("Circumvention"). Circumvention voids all platform protections and constitutes grounds for immediate account deactivation.
- Harass, threaten, abuse, discriminate against, or endanger any Client, Care Partner, Care Recipient, or staff member.
- Interfere with, compromise, reverse-engineer, probe, or scrape any portion of the Platform software or database.

5. Bookings, Payments, and Authoritative Commercial Terms

- **Commercial Alignment:** All shift scheduling, durations (4-hour, 8-hour, 12-hour, or 24-hour stay-in), pricing calculations, platform service fees, and payment authorizations are governed strictly by the General Service Agreement.
- **Authoritative Payment:** Bookings are initiated and confirmed only upon successful authorization of payment via approved payment processors (PayMongo: Credit/Debit Cards, GCash, Maya).
- **Cancellation & Refunds:** Cancellation, rescheduling, late passes, Care Credits, and refund processing follow the Authoritative Cancellation Matrix in the General Service Agreement. Client cancellations 24+ hours prior to shift receive a full card refund; cancellations within 12–24 hours incur a 20% cancellation fee with the balance returned as Care Credits; cancellations under 12 hours deduct one full session with a 50% payout to the Care Partner.

6. Reviews, Ratings and Voluntary Tips

- **Community Reviews:** Clients may submit ratings and reviews following completed care shifts. Reviews must reflect genuine, first-hand experiences and adhere to community guidelines. Care Panda reserves the right to moderate defamatory or unlawful content.
- **Tips:** Clients may optionally provide gratuity ("Tips") to Care Partners via the Platform. Tips are 100% voluntary, denominated in Philippine Pesos, and disbursed atomically to the Care Partner's earnings balance without platform deductions or withholding.

7. Data Privacy and Sensitive Personal Information

Care Panda processes personal data and sensitive personal information (including medical conditions, mobility requirements, and care notes) strictly in accordance with Republic Act No. 10173 (Data Privacy Act of 2012) and our Data Privacy Policy. By booking care, Clients confirm they possess lawful authority to share care recipient information.

8. Intellectual Property

The Platform, its source code, UI/UX designs, trademarks, logos, graphics, and proprietary matching algorithms are the exclusive property of Care Panda Inc. Users are granted a limited, revocable, non-exclusive license to access the Platform strictly for personal, lawful care coordination.

9. Disclaimers and Limitations of Liability

- **Platform Disclaimer:** The Platform is provided on an "AS IS" and "AS AVAILABLE" basis. Care Panda implements rigorous onboarding verification (including NBI clearances, government ID checks, nurse PRC licence validations, and reference checks), but does not guarantee or warrant the performance, suitability, or specific clinical outcomes of services delivered by independent Care Partners.
- **Liability Cap:** To the maximum extent permitted under Philippine law, Care Panda Inc., its directors, officers, and employees shall not be liable for indirect, incidental, punitive, or consequential damages. Care Panda's total aggregate liability arising out of or related to these Terms or any booking shall not exceed the total platform service fees actually received by Care Panda from the user in the three (3) months preceding the incident.

10. Dispute Resolution and Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute arising out of or in connection with these Terms that cannot be resolved amicably through the Care Panda Trust & Safety ticketing system shall be submitted to the exclusive jurisdiction of the competent courts of Parañaque City, Philippines.

11. Corporate Information and Legal Notices

For legal notices, contract inquiries, or official service of process:

Care Panda Inc.

Attention: Office of the General Counsel

9th Floor, Sinocan Corporate Center, Aseana Business Park, Tambo, Parañaque City 1701, Philippines

Email: hello@thecarepandaph.com | Website: <https://thecarepanda.com>