

CARE HUB TERMS OF USE FOR CENTRES / OPERATORS

Last updated: 9th December 2025

These Terms of Use ("Terms") govern your participation as a listed childcare centre, kindergarten, preschool, enrichment provider, or care-related business ("Centre", "you") on **Care Hub**, a directory and digital lead-generation platform owned and operated by **Kiddocare Sdn Bhd** ("Kiddocare", "we", "us", or "our").

By creating a profile, submitting documents, responding to inquiries, or otherwise using Care Hub, you agree to these Terms.

If you do not agree, you must discontinue use and request removal of your listing.

1. NATURE OF SERVICE (DIRECTORY & LEAD PLATFORM)

1.1 Care Hub is an online directory and technology platform that enables parents and users to discover Centres and initiate direct communication with them.

1.2 Kiddocare is **not** an operator, manager, franchisor, agent, partner, joint venturer, or representative of your Centre. Listing on Care Hub **does not** create any partnership or employment relationship.

1.3 Kiddocare does **not** provide childcare services and is **not** involved in your internal operations, staffing, curriculum, safety compliance, or licensing.

1.4 Kiddocare reserves the right, at its discretion, to accept, decline, suspend, or remove any Centre listing at any time and without the need for explanation.

2. ACCURACY OF INFORMATION PROVIDED

2.1 You are solely responsible for ensuring that all information submitted to Kiddocare including business details, fees, curriculum, staff descriptions, photos, licenses, and operational data is accurate, up-to-date, authentic, and not misleading.

2.2 You agree to immediately update your profile should any material information change, including:

- license renewal or expiration
- regulatory approvals
- operating hours, fees, promotions
- changes in ownership, management, or premises

- safety or compliance status

2.3 Kiddocare may edit, format, or adapt your content to fit the platform presentation, without altering its substance.

2.4 Kiddocare is not responsible for mistakes, errors, or misrepresentations contained in your listing.

2.5 You grant Kiddocare a royalty-free, worldwide, reversible licence to use your Centre's name, logo, photos, and profile content for:

- Platform display
- marketing the Platform
- user engagement
- promotional materials
- analytics and reporting

3. VERIFICATION CHECKS & DOCUMENTATION

3.1 "Verified" status, if displayed, only means Kiddocare has reviewed documents you provided (e.g., SSM, JKM/KPM licenses).

It *does not* constitute:

- an accreditation
- a safety audit
- site inspection
- endorsement, approval, or certification
- confirmation of regulatory compliance
- background checks of owners or staff

3.2 You must ensure that all submitted documents are true, valid, and current at the time of submission.

3.3 You understand that Kiddocare does not guarantee or monitor ongoing compliance, and verified status may be removed at any time.

3.4 Kiddocare may revoke or modify the "Verified" badge at any time and at its discretion.

4. COMMUNICATION WITH USERS

4.1 When parents initiate inquiries, Care Hub may share their contact details with you. You may communicate with them directly outside the Kiddocare platform (e.g., WhatsApp, email, telephone).

4.2 You are solely responsible for the security, confidentiality, and professionalism of your communications with parents.

4.3 Kiddocare is not responsible for:

- delays or failures in communication
- disputes arising from your conversations
- inaccurate information you provide to parents

4.4 Kiddocare does not guarantee:

- any minimum number of leads
- enrolment outcomes
- listing visibility
- search ranking placement
- platform uptime

4.5 You may not use parent contact details for:

- spam
- resale or redistribution
- marketing unrelated to your Centre's services
- unlawful or unsolicited messages

4.6 Any conversations, negotiations, consultations, enrolments, contracts, payments, refunds, trials, or disputes arising between you and a parent are strictly between both parties.

4.7 Kiddocare is not a party to any agreement between you and users.

4.8 Kiddocare does not mediate disputes nor enforce agreements.

5. ENROLMENT, FEES & CONTRACTUAL RELATIONSHIP

5.1 Any enrollment, registration, deposit collection, tuition payment, or service agreement created between you and a parent is strictly your responsibility.

5.2 Kiddocare is not a party to any agreement between you and the parent.

5.3 Kiddocare does not provide:

- payment processing (unless added as future feature)
- dispute mediation
- refund management
- contract enforcement

5.4 You must manage your own financial practices, including issuing receipts, invoices, and following any relevant regulations.

6. CONDUCT, SAFETY & LEGAL COMPLIANCE

6.1 You are fully responsible for:

- child safety and wellbeing
- hygiene standards
- staff training and vetting
- background checks as required by law
- compliance with JKM, KPM, Local Council, Fire Dept., and relevant authorities
- insurance coverage
- adherence to all laws and regulations governing childcare operations

6.2 Kiddocare is not liable for your Centre's actions, omissions, negligence, misconduct, or violations of law.

6.3 You must ensure your Centre environment and staff conduct meet all statutory and professional standards.

7. FEES, PREMIUM LISTINGS & FUTURE FEATURES

7.1 During the MVP launch period, listing may be free or offered under a trial program. But Kiddocare reserves the right to introduce:

- subscription fees
- listing fees
- promotional placement fees
- lead charges
- booking or transaction fees
- advertising fees

7.2 Kiddocare may introduce new features such as:

- appointment booking
- payment processing
- analytics dashboards
- in-app messaging
- reviews and ratings

These Terms automatically apply to such features unless we publish updated terms.

7.3 Kiddocare may remove or restrict access to any feature at any time without liability.

8. REVIEWS, RATINGS & USER-GENERATED CONTENT

8.1 If reviews or ratings are introduced, you acknowledge:

- Kiddocare does not author or control them
- Kiddocare may remove or retain them at its discretion
- Kiddocare is not liable for reputational impact or user comments

8.2 You may request review moderation for false or defamatory content, but Kiddocare is not obligated to remove reviews.

9. PLATFORM RULES & RESTRICTIONS

You must not:

- impersonate another business
- submit fraudulent documents
- list inaccurate or deceptive information
- misuse parent contact details
- engage in anti-competitive behaviour
- attempt to manipulate search rankings
- upload harmful or illegal content
- interfere with platform operations or data

10. INDEMNITY

You agree to indemnify and hold Kiddocare harmless from any claims, damages, losses, legal fees, regulatory penalties, or liabilities arising from:

- your Centre's operations, conduct, or staff actions
- breach of law or regulatory requirement
- misleading information on your profile
- disputes with parents
- unsafe or negligent practices
- breach of these Terms

This clause survives termination of your listing.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

11.1 Kiddocare is not liable for any injury, loss, damage, costs, or claims arising from your Centre's operations or engagement with parents.

11.2 Kiddocare does not warrant uninterrupted or error-free platform availability.

11.3 Kiddocare's total liability to you for any claim related to Care Hub shall not exceed the total amount of fees (if any) paid by you to Kiddocare in the preceding 12 months or RM0 if the service was free.

11.4 Kiddocare is not responsible for loss of profits, reputation, data, business, or any indirect or consequential damages.

12. DATA PROTECTION & PRIVACY

12.1 You agree that Kiddocare may collect, process, store, and use your Centre's information and materials for:

- platform operations
- analytics and reporting
- marketing the Care Hub directory
- generating anonymised insights

12.2 Kiddocare may share your information with:

- parents who contact you
- regulators, where required by law
- third-party service providers supporting platform operations

12.3 You must handle parent data in compliance with the **Personal Data Protection Act 2010 (PDPA)** and may only use such data for legitimate service-related communication.

13. MODIFICATION OR TERMINATION OF SERVICE

13.1 Kiddocare may modify, update, suspend, or discontinue any part of Care Hub at any time without notice.

13.2 Kiddocare may remove or suspend your listing if:

- information you provided is false or misleading
- safety concerns arise
- regulatory issues are reported
- parents submit serious complaints
- you breach any of these Terms

13.3 You may request the deletion of your listing at any time.

13.4 Kiddocare may also suspend or discontinue the Platform—or any feature—at any time, with or without notice.

13.5 Termination does not relieve you of obligations incurred prior to termination (e.g., unpaid fees, indemnity obligations).

14. AMENDMENTS TO TERMS

Kiddocare may update or replace these Terms at any time without prior notice. Your continued use of Care Hub constitutes acceptance of the latest version.

15. GOVERNING LAW

These Terms are governed by the laws of Malaysia. Any disputes shall be handled exclusively within Malaysian courts or applicable tribunals.

16. CONTACT US

For listing assistance, questions, or support, contact:
support@kiddocare.my