

Terms of Use

Effective Date: 31st July 2026

Last Updated: 31st July 2026

1. Introduction

Welcome to **CareRooster**, a Software-as-a-Service ("SaaS") platform owned and operated by **Swiftcare Training Sdn. Bhd.** (Company Registration No. [Insert Company Registration Number]) ("Swiftcare", "CareRooster", "we", "our", or "us").

These Terms of Use ("Terms") govern your access to and use of the CareRooster website, software platform and any related services (collectively, the "Platform").

By accessing or using the Platform, you acknowledge that you have read, understood and agree to be bound by these Terms. If you access or use the Platform on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

If you do not agree to these Terms, you must discontinue your use of the Platform immediately.

2. Eligibility

You may access and use the Platform only if:

- You are at least eighteen (18) years of age;
- You have the legal capacity to enter into a legally binding agreement; and
- Where you are acting on behalf of an organization, you are duly authorized to do so.

3. About the Platform

CareRooster is a cloud-based software platform designed to assist nursing homes, aged care providers and other authorized organizations in managing workforce scheduling, employee information, attendance, operational workflows and related administrative functions.

Swiftcare may enhance, modify, replace, suspend or discontinue any feature or functionality of the Platform at any time in order to improve the Platform, comply with legal requirements or maintain system security.

4. User Accounts

Certain features of the Platform require users to create an account.

You agree to:

- Provide accurate, current and complete information;
- Keep your login credentials secure and confidential;
- Notify Swiftcare immediately of any unauthorized use of your account;
- Accept responsibility for all activities carried out using your account.

You must not allow unauthorized persons to access the Platform using your account credentials.

5. Customer Responsibilities

You are responsible for:

- Ensuring that all information uploaded to the Platform is accurate and lawful;
- Obtaining all necessary consents and authorizations for any personal data uploaded into the Platform;
- Maintaining appropriate internal access controls for your users;
- Ensuring your users comply with these Terms; and
- Complying with all applicable laws and regulations relating to your use of the Platform.

6. Acceptable Use

You agree that you will not:

- Use the Platform for any unlawful, fraudulent or unauthorized purpose;
- Upload or transmit malicious software, viruses or harmful code;
- Attempt to gain unauthorized access to any part of the Platform or its supporting infrastructure;
- Circumvent or interfere with the Platform's security features;
- Reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Platform except where expressly permitted by applicable law;
- Copy, reproduce, distribute or exploit any part of the Platform without Swiftcare's prior written consent;

- Infringe the intellectual property rights of Swiftcare or any third party; or
- Use the Platform in any manner that may impair its performance, security or availability.

Swiftcare reserves the right to suspend or terminate access where these Terms are breached.

7. Subscription and Commercial Terms

Access to the Platform is subject to the applicable subscription or service arrangement entered into between Swiftcare and the customer.

The subscription term, implementation services, support arrangements, fees, renewals and all other commercial terms are governed by the applicable quotation, proposal, order form, Subscription Agreement, Master Services Agreement or other written agreement between Swiftcare and the customer (collectively, the "Subscription Agreement").

In the event of any inconsistency between these Terms and the Subscription Agreement, the Subscription Agreement shall prevail to the extent of the inconsistency.

8. Intellectual Property

The Platform, including all software, source code, object code, databases, documentation, graphics, user interfaces, trademarks, logos, designs and other content, is owned by or licensed to Swiftcare and is protected by applicable intellectual property laws.

Nothing in these Terms transfers ownership of any intellectual property rights to you.

Subject to these Terms and the applicable Subscription Agreement, Swiftcare grants you a limited, non-exclusive, non-transferable and revocable right to access and use the Platform during the applicable subscription period.

9. Customer Data

All data uploaded to the Platform by or on behalf of a customer remains the property of that customer or its licensors.

Swiftcare does not acquire ownership of customer data.

You grant Swiftcare a limited right to host, process, store, transmit and back up customer data solely for the purpose of providing, maintaining, supporting and improving the Platform in accordance with our Privacy Policy and applicable law.

10. Privacy

Your use of the Platform is also governed by our Privacy Policy, which explains how personal information is collected, used, disclosed and protected.

By using the Platform, you acknowledge that you have read our Privacy Policy.

11. Availability of the Platform

Swiftcare will use commercially reasonable efforts to maintain the availability of the Platform.

However, we do not guarantee uninterrupted, secure or error-free operation.

The Platform may occasionally be unavailable due to:

- Scheduled maintenance;
- Emergency maintenance;
- Software updates;
- Infrastructure failures;
- Internet service interruptions; or
- Events beyond our reasonable control.

12. Third-Party Services

The Platform may integrate with or provide access to third-party software, applications or services.

Swiftcare is not responsible for the availability, performance, functionality or security of any third-party services.

Your use of such services is subject to the terms and policies of the relevant third-party provider.

13. Disclaimer

The Platform is provided on an "as is" and "as available" basis.

To the fullest extent permitted by applicable law, Swiftcare disclaims all warranties, whether express, implied or statutory, including any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality and non-infringement.

Swiftcare does not warrant that:

- The Platform will always be available;

- The Platform will operate without interruption;
- The Platform will be free from errors or defects;
- Any defects will be corrected immediately; or
- The Platform will meet every customer's specific operational requirements.

14. Limitation of Liability

To the maximum extent permitted by law, Swiftcare shall not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages, including any loss of profits, revenue, business opportunities, goodwill or data arising out of or in connection with the use of, or inability to use, the Platform.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited under applicable law.

15. Indemnity

You agree to indemnify and hold harmless Swiftcare, its directors, officers, employees, affiliates and representatives from and against any claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising from:

- Your breach of these Terms;
- Your misuse of the Platform;
- Your infringement of any third-party rights; or
- Your violation of any applicable law or regulation.

16. Suspension and Termination

Swiftcare may suspend or terminate access to the Platform where:

- You materially breach these Terms;
- Continued access poses a security risk to the Platform or other users;
- Suspension or termination is required by law; or
- Such action is permitted under the applicable Subscription Agreement.

Upon termination, your right to access and use the Platform shall immediately cease.

17. Amendments

Swiftcare may amend these Terms from time to time.

The updated version will be published on the Platform together with the revised "Last Updated" date.

Your continued use of the Platform after any amendments become effective constitutes your acceptance of the revised Terms.

18. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Malaysia.

Any dispute arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the courts of Malaysia.

19. Contact Us

If you have any questions regarding these Terms, please contact:

Swiftcare Training Sdn. Bhd.

Company Registration No.: 202101004647 (1404943-T)

Website: <https://www.carerooster.life>

Email: legal@carerooster.life

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