

## Terms of Service for Freelance Professionals

### 1. Evercare's Service

Evercare Health Limited ("Evercare") is a placement agent which sources nurses and healthcare workers to work for persons requesting home care and related services. Evercare does not employ, recommend or endorse any Caregiver or Client, nor is it responsible for the conduct of any Caregiver or Client.

### 2. User Agreement

In consideration of Evercare making its Services available to you, you agree to be bound by these Terms of Service.

### 3. Definitions

In these Terms of Service, the following words or phrases shall have the meanings ascribed to them as follows:

"Agreement" means these Terms of Service, as may be updated from time to time and published on Evercare's website;

"Care Service(s)" means nursing, healthcare and/or other related services;

"Caregiver" means a nurse or healthcare worker who is registered with Evercare as an independent contractor who is available for Care Services;

"Client(s)" means any individual, company or organisation, including but not limited to, governmental organisations and non-governmental organisations, that requests for Care Services through Evercare's platform;

"Guidelines" means any guidelines for service provided to you by Evercare from time to time.

"Work" means any Care Service carried out by a Caregiver for a Client;

"Service" means any service provided by Evercare to you, including, but not limited to, adding you to its list of Caregivers, informing you of Work opportunities, and connecting you to Client(s).

"Work Opportunity" or "Work Opportunities" means any opportunity to provide Care Services to Clients;

"Your Client(s)" means any Client(s) introduced to you by Evercare.

### 4. Eligibility to use Evercare's Services

4.1 To be eligible to use Evercare's Services, you must meet the following criteria:

- a) You must have the necessary ability and capability to enter into, perform and comply with the obligations expressed to be assumed or undertaken by you under these Terms of Service;
- b) You must be permitted to legally work in Hong Kong;
- c) You must have the ability, experience, training, qualifications and authorizations required by law or otherwise for the positions for which you apply; and
- d) You have never been the subject of a complaint, restraining order or any other legal action involving, arrested for, charged with, or convicted of any criminal offense involving violence, abuse, neglect, theft or fraud, or any offense that involves endangering the safety of others, dishonesty, negligence or drugs.

4.2 By registering with Evercare, you represent and warrant that you meet the above criteria.

### 5. Registration, Use of Your Information and Maintenance of Your Information

5.1 Upon Evercare's approval of your registration, you will be included in Evercare's file as being available for Care Services and may be contacted by Evercare when a Work Opportunity arises.

5.2 Evercare relies on you to specify and describe your experience, qualifications and personal details, and you are solely responsible for providing accurate, current and complete information.

5.3 Evercare is not responsible for ensuring that your information is up-to-date. Should there be changes to the information you provide, you are responsible for informing Evercare of such changes in a timely manner and before accepting any Work Opportunity.

- 5.4 For the purposes of matching you with Work Opportunities, Evercare may use the information that you provide in any way that it deems fit, including but not limited to, sharing the information to potential Clients and publicly displaying it on its platform.
- 5.5 Evercare may disclose your information to affiliated companies, organisations, and partners.
- 5.6 Evercare may gather performance reviews from Clients after your Work and may provide summaries of such performance appraisals to other Clients or potential Clients for consideration in relation to future Work Opportunities.

## 6. Notification and Acceptance of Work Opportunities

- 6.1 After registering with Evercare, you may receive notifications from Evercare of Work Opportunities.
- 6.2 You may notify Evercare at any point in time if you would not like to continue receiving notice of such Work Opportunities.
- 6.3 Evercare makes no warranty as to the suitability of the Work Opportunity for you. Before accepting any Work Opportunity, you shall ensure that you have the time, capability, qualifications and the experience to satisfactorily fulfill the Work Opportunity.
- 6.4 If you accept a Work Opportunity and the Client agrees to engage you, Evercare will introduce you to the Client. Evercare may relay certain information on a Work Opportunity to you based on the information received by Evercare from the Client, but the specific scope of the Care Service required will depend on the requirements of the Client. You shall take instructions from the Client.
- 6.5 You shall perform and discharge all of your duties and obligations to the Client at your own cost and expense.
- 6.6 If you accept a Work Opportunity, you agree to inform Evercare at least 24 hours beforehand if you cannot report duty for a scheduled service or will not be able to attend a home visit at the agreed time. If you do not inform Evercare accordingly, you shall be liable to pay Evercare an administration fee for finding a replacement caregiver. Fee details are outlined in the Cancellation Policy.

## 7. No Employment Relationship

- 7.1 Evercare does not employ, recommend or endorse you. Evercare is a placement agent therefore your registration with Evercare, and any Work performed thereafter, shall not constitute any employer and employee relationship. Evercare shall not be liable to provide various employment rights and benefits under the Employment Ordinance to you and all matters and liabilities in respect of, but not limited to taxation, Mandatory Provident Fund, long service payments, annual leave and sick leave are acknowledged, by both parties, to be outside the scope of the relationship between you and Evercare. Any such liabilities will be your sole responsibility.
- 7.2 You will bear the whole responsibility of providing true and valid information in order to fulfil Hong Kong's taxation requirements of being a self-employed person. If you earn in excess of your personal tax allowance in a single tax year, you understand that you must file a profits tax return, including all of your earnings for the tax year. **This is your responsibility and not the responsibility of Evercare.**

## 8. Obligations of Caregiver

### 8.1. Conduct in the Performance of Care Services

- The following pertains to your conduct in relation to the performance of any Care Service. You agree to:
- a) provide Care Services to Clients in a timely, attentive and diligent manner with the standard of service and care expected of a professional with the skill, experience, capabilities as represented by you;
  - b) observe and comply with the Guidelines and all reasonable directions and instructions given by Clients, or by Evercare on behalf of Clients;
  - c) devote such time, attention and skill as may be necessary for the proper performance of your Care Services and use your best endeavors to promote the interests of the Client;
  - d) wear an identity badge and display it outside your clothes at all times during the performance of Care Services for the purposes of identification.
  - e) wear clean and tidy clothes at all times during the performance of Care Services, as expected of care giving professionals and as set out in the Guidelines. When reported by a Client for inappropriate dressing, Evercare shall be entitled to receive administration costs from you equivalent to the cost of your service for the scheduled service.

### 8.2. Confidentiality

- a) You shall not disclose to any person any details in relation to a Work Opportunity, or any information regarding the Clients without prior written permission from Evercare (**Confidential Information**).
- b) You shall not discuss any payments due to you, including any service fees and payment thereof, with Clients.
- c) You shall not use any part of the Confidential Information for any purpose except for the due and proper performance of your obligations under this Agreement.

### **8.3. No Engagement of Acceptance of Offer from Client(s)**

- a) During the term of these Terms of Service and until the expiry of one year from your last day of work with any Client(s), you may not accept any offer from or engagement by any of Evercare's Clients for the provision of nursing related services, care services or services of similar nature without written permission from Evercare.
- b) In the event of a breach of this clause, you shall be liable for all losses and/or damages suffered by Evercare.

### **8.4. Non-solicitation or sales of any other products and services to Clients**

- a) You may not solicit or sell any products and/or services to any Client.
- b) Evercare may forthwith terminate this Agreement without prior notice to you for failure to comply with this Clause of the Agreement, and will make me liable for all compensation of losses suffered by Evercare.

## **9. Information Created in the Provision of Services**

- 9.1 You shall permit any authorized person of Evercare to examine any material, paper, document, data, record, information in a storage or retrieval device or other means of sorting or collating information or computer programme if such item relates to the Services and has been prepared, compiled, developed or created by you for the purposes of this Agreement.
- 9.2 When requested to do so, you shall provide Evercare with a reasonable number of copies of any such item.

## **10. Payment for Work**

- 10.1 Subject to other provisions of these Terms of Service and in accordance with the Guidelines, you shall be paid for your Work done by Your Client via Evercare.
- 10.2 You understand that Evercare's role is as an agent to collect payments from Your Clients on your behalf. If any Client declines to pay for your Work done for any reasons, and if Evercare has provided the payment to you in advance, you are required to transfer back to Evercare the advance payment made.
- 10.3 The payment shall be inclusive of all fees, costs, charges and disbursements incurred by you in the performance of the Services.
- 10.4 In the event that a Client files a complaint regarding your Work, Evercare reserves the right to withhold any payment due to you for the relevant Work until the complaint is resolved. You agree to cooperate fully with Evercare to provide relevant information in the event of a complaint from a Client regarding your Work.

## **11. Disclaimer of Liability**

- 11.1. Neither Evercare nor any of its employees or agents shall be liable whatsoever for or in respect of:
  - a) any loss of or damage to any of your property; or
  - b) any injury to or death of yourself, except any such injury or death caused by the gross negligence of Evercare, whether in the course of or enroute to any Work.
- 11.2. You agree not to hold Evercare, its directors, employees, agents or affiliates liable for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown, relating to your use of Evercare's service, including without limitation any liabilities arising in connection with the conduct, act or omission of any Client (including without limitation stalking, harassment that is sexual or otherwise, acts of physical violence, and destruction of personal property), any dispute with any Client, any instruction, advice, act, or service provided by any Client or by Evercare.
- 11.3. If, notwithstanding the foregoing exclusions, it is determined that Evercare, its directors, employees, agents, or affiliates is liable for damages, in no event will the aggregate liability, whether arising in contract, tort, strict liability or otherwise, exceed the total fees paid to you via Evercare during the six (6) months prior to the time such claim arose.

## **12. Indemnity**

- 12.1. You shall indemnify Evercare against any and all liabilities, losses, damages, costs, charges or expenses (including all costs, charges and expenses which Evercare may pay or incur in disputing any such claim or defending or such action or proceeding instituted against Evercare), which in any case arise directly or indirectly, in connection with or out of, or which relate in any way to:
  - a) your performance or breach of any provisions of this Agreement;
  - b) your negligence, recklessness, tortious acts or willful misconduct in the provision of any Work;
  - c) any default, unauthorised act or omission act by you;
  - d) your non-compliance with any applicable law, regulation, order or requirement of any government agency or authority in the provision of any Work.

12.2. Without prejudice to any rights or remedies that Evercare may have, where you have incurred any liability to Evercare, whether at law or in equity and whether such liability is liquidated or unliquidated, Evercare may set off, whether at law or in equity, the amount of such liability against any sum then due or which at any time thereafter may become due from Evercare to you under these Terms of Service or any other contracts.

### 13. COVID-19 Collection Services

By accepting any COVID-related Work Opportunity, you declare that:

- a) you have read the COVID-19 Collection training materials and attended Evercare's training course;
- b) you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death;
- c) you voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you may experience or incur in connection with my participation in any COVID-19 Collection Services;
- d) you have not traveled outside of Hong Kong in the last 14 days;
- e) you do not have close contacts who have traveled outside of Hong Kong in the last 14 days;
- f) you have not had close contact with any person who has tested positive for COVID-19;
- g) you have not developed any symptoms of coronavirus in the last 14 days, including, fever, chills & rigor, cough, sore throat, diarrhea, shortness of breath or other symptoms related to the coronavirus. Should you develop any symptoms, you agree to notify Evercare immediately, and you understand you will not be eligible for any work opportunities until you provide certification showing that your symptoms are unrelated to the coronavirus.

### 14. Termination

14.1. Terms of Service shall automatically terminate without prior notice to you upon the occurrence of any of the following events:

- a) If you do not fulfil training, performance, persistency or other requirements which may be set by Evercare from time to time; or
- b) If you breach any of the terms and/or conditions of these Terms of Service or in any way whether expressly or impliedly fail to comply with any such terms, conditions or provisions; or
- c) In the event of any fraud, dishonesty, breach of trust, or misstatement by you.

14.2. In the event that these Terms of Service are terminated for any reason whatsoever, all rights and obligations of the parties under these Terms of Service shall automatically terminate except for such rights of action as shall have accrued prior thereto and any obligations which expressly or by implication are intended to come into or continue to be in force on or after such termination. Clauses that shall specifically continue post termination include: clauses, 8.2, 8.3, 9, 11 and 12.

### 15. Jurisdiction and Choice of Law

All disputes arising out of and in connection with this "Terms of Service for Freelance Professionals" be resolved by arbitration in Hong Kong by a sole arbitrator, Should the parties fail to agree as to the identity of the arbitrator, he/she shall be appointed by the President for the time being of the Hong Kong Institute of Arbitrators.

### 16. Notices

- a) Any notice to be given to you may be served personally, by post addressed to your registered place of residence, by e-mail to your registered email account, by voice message or SMS to your registered Hong Kong number. For the purposes of this clause, registration shall refer to your registration with Evercare.
- b) Any notice to be given to Evercare shall be served personally, by fax, by post or by e-mail.
- c) Save as otherwise provided for in these Terms of Service, such notices shall be deemed to have been properly given hereunder and shall be effective on the date of delivery if hand-delivered, on the date of transmission if sent by e-mail or voice message or SMS or facsimile; or if dispatched by mail (whether registered or not), on the day on which the same shall have been tendered for delivery by the postal authority in Hong Kong.

**16.1 Cost and Fees:** Save as otherwise provided for in these Terms of Service, you shall perform and discharge all your duties and obligations under these Terms of Service at your own costs and expenses.

**16.2 Waiver:** No failure or delay by either party to exercise or in exercising any right, power or remedy available to it under these Terms of Service or in law or equity shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy, and the rights and remedies of each party herein provided are cumulative and not

exhaustive of any rights and remedies provided by law or in equity. Without limiting the foregoing, no waiver by either party of any branch by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

**16.3 Variation:** These Terms of Service may be varied at any time by Evercare, provided that any variation shall be notified to the Caregiver and the Caregiver shall be given 2 weeks to terminate its registration with Evercare if it does not agree to such variation(s). If the Caregiver does not terminate its registration with Evercare following the 2 week notice period, it shall be deemed to have accepted the variation(s) and such variation(s) shall take effect from the end of the notice period.

**16.4 Severability:** Any provision of these Terms of Service that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms of Service nor affect the validity or enforceability of that provision in any other jurisdiction.

**16.5 English to prevail:** In the event of any conflict or inconsistency between the English version and the Chinese version of these Terms of Service, the English version shall prevail.

## 網站 ( 方框 )

您於本網站進行登記，表示您已閱讀以及完全同意Evercare的用戶使用條款及細則。

## 自由職業者服務條款

### 1. Evercare 所提供的服務

Evercare Health Limited ( 下稱「Evercare」) 是一個配對中介機構，轉介需要居家護理及相關服務人士予護士及護理工作者。Evercare 並不僱用、推薦或宣傳任何護理人員或客人，亦不為任何護理人員或客人的行為負任何法律責任。

### 2. 用戶同意書

考慮到Evercare向您提供其服務，您同意受這些服務條款的約束。

### 3. 定義

在這些服務條款中，以下詞語應具有以下含義：

「協議」指這些服務條款，可能會不時更新並發佈在Evercare的網站上；

「護理服務」是指護理，保健和/或其他相關服務；

「護理人員」是指在Evercare登記為獨立承辦者的護士或護理人員，可用於護理服務；

「客人」是指通過Evercare平台請求護理服務的任何個人，公司或組織，包括但不限於政府組織和非政府組織；

「指引」是指Evercare不時為您提供的任何服務指引。

「工作」是指護理人員為客人提供的任何護理服務；

「服務」是指Evercare向您提供的任何服務，包括但不限於將您添加到其護理人員列表中，告知您工作機會，以及將您與客人聯繫起來。

「工作機會」是指向客人提供護理服務的任何機會；

「您的客人」是指Evercare向您介紹的任何客人。

#### 4. 使用Evercare 服務的資格

4.1. 要有資格使用Evercare的服務，您必須滿足以下條件：

- a) 您必須具有必要的能力及權力承擔、執行及遵守您根據本服務條款列明本人須承擔的責任；
- b) 您必須能夠在香港合法工作；
- c) 您必須具備法律或其他方面所要求的職位所需的能力、經驗、培訓、資格和授權；和
- d) 您從未涉及任何涉及暴力、虐待、疏忽、盜竊或欺詐的刑事犯罪，涉及其逮捕，指控或定罪的投訴，限制令或任何其他法律訴訟的對象，或涉及危害生命的任何犯罪他人的安全、不誠實、疏忽或毒品。

4.2. 通過於Evercare登記，您保證您符合上述條件。

#### 5. 登記、使用及保管您的數據

5.1. Evercare批准您的登記後，您將加入Evercare 的護理人員名單，並且在出現工作機會時Evercare可能會與您聯繫。

5.2. Evercare依靠您來指定和描述您的經驗、資格和個人詳細信息，並且您獨自負責提供準確、最新和完整的信息。

5.3. Evercare不負責確保您的信息是最新的。如果您提供的信息發生更改，您有責任在接受任何工作機會之前及時將此類更改通知Evercare。

5.4. 為配對工作所需，Evercare可以以您認為合適的任何方式使用您提供的信息，包括但不限於與潛在客人共享信息並在其平台上公開顯示。

5.5. Evercare可能會向關聯公司、組織和合作夥伴披露您的信息。

5.6. Evercare可能會在您工作後從客人收集表現評估，並可能向現有客人或準客人提供您在提供服務時的工作評核報告，以考慮將來工作機會。

#### 6. 通知及接受工作機會

6.1. 在Evercare登記後，您可能會收到Evercare工作機會的通知。

6.2. 如果您不想繼續收到有關此類工作機會的通知，則可以隨時通知Evercare。

6.3. Evercare對於您的工作機會的配對性不做任何保證。在接受任何工作機會之前，您應確保您有足夠的時間、能力、資格和經驗來令人滿意地實現工作機會。

6.4. 如果您接受工作機會並且客人同意聘用您，Evercare將向您介紹客人。Evercare可能會根據Evercare從客人那裡收到的信息向您轉達有關工作機會的某些信息，但是所需的護理服務的具體範圍將取決於客人的要求。您應聽取客人的指示。

6.5. 您應履行對客人的所有職責和義務，並自行支付所有相關費用。

6.6. 如果您接受工作機會，則您同意在未能提供服務或未能在約定的時間參加家訪時，在至少24小時前通知Evercare。如果您沒有相應地通知Evercare，則您有責任向Evercare繳付尋找替代照料者的行政費用。行政費用詳情列在自由職業者取消服務條例裡。

#### 7. 無僱主/僱員關係

7.1. Evercare不會僱用、推薦或認可您。Evercare是配對中介，因此您在Evercare的登記以及此後進行的任何工作均不構成任何僱主與僱員的關係。Evercare不承擔僱傭條例下向您提供各種僱傭權利及權益的責任。因此，所有有關以下之事項及責任，包括但不限於入息稅、強制性公積金、長期服務金、有薪年假及有薪病假等均不包括在您與Evercare之關係以內，所有責任須由您承擔。

7.2. 根據香港的稅務要求，您需要盡自僱人士的責任，提供真實準確的資料。如果您於某課稅年度之收入超過應課稅之限額，則您必須填妥報稅單，申報您於該課稅年度之總收入。您明白申報個人稅項全屬您自己責任，而非Evercare之責任。

#### 8. 護理人員職責

### 8.1. 進行護理服務的行為

以下內容與您在執行任何護理服務方面的行為有關。您同意：

- a. 以您提供的技能、經驗和能力，以及時、周到和勤奮的方式向客人提供護理服務，以達到專業人員所期望的服務和護理標準；
- b. 遵守並遵守客人或由Evercare代表客人給出的指導原則和所有合理的指示和指示；
- c. 投入必要的時間、注意力和技巧，以適當地執行您的護理服務，並儘最大努力促進客人的利益；
- d. 在提供護理服務期間，您必須佩帶 Evercare 批准的工作證，並將它展示於衣服外以辨識身份。
- e. 提供服務期間，您應按照照護專業人員的期望並遵行服裝指引，穿著清潔及整齊的衣服。如您受到客人投訴穿著不當Evercare有權向您收取行政費用。

### 8.2. 保密

- a. 未經Evercare事先書面許可（機密信息），您不得向任何人透露任何與工作機會有關的細節或與客人有關的任何信息。
- b. 您不得與客人討論應付予您的任何款項，包括服務酬金及其付款。
- c. 您不得出於任何目的使用機密信息的任何部分，除非您根據本協議適當且適當地履行了義務。

### 8.3. 沒有受聘於客人

- a. 在本服務條款的有效期及您為任何客人提供服務的最後一天起計一年內，未經Evercare書面批准，您不得接受任何Evercare客人的聘用或僱用，以提供照顧護理服務或性質相同或類似的服務。
- b. 如果違反本條款，您將須向Evercare賠償引致的所有損失。

### 8.4. 不徵求或銷售任何其他產品和服務給客人

- a. 您不得向任何客人徵求或出售任何產品和/或服務。
- b. Evercare可能會因不遵守協議本條款而立即終止本協議，而不會事先通知您，這將使您須向Evercare賠償引致的所有損失。

## 9. 提供服務中創建的信息

- 9.1. 您准許Evercare授權的任何人，審查所有本人因執行本協議而準備、整理、發展或製作的材料、紙張、文件、數據、記錄、在儲存或可檢索的裝置內的資料、以其他模式整理的資料或電腦程式。
- 9.2. Evercare 提出要求時，您需向 Evercare 提供上述物品的合理數目的影印本。

## 10. 服務酬金

- 10.1. 受限於本服務條款中其他規定及細則，應由客人通過Evercare向您支付提供服務的酬金。
- 10.2. 您明白Evercare 是代表本人收取服務酬金的中介機構。若客人因任何理由拒絕支付服務酬金，並且Evercare已預先向您支付客戶的酬金，您應即時將預先支付予您的款項退還給Evercare。
- 10.3. 服務酬金應包括您為提供服務所支付的所有資金、費用及支出。
- 10.4. 如果客人對您的工作提出投訴，Evercare保留不支付服務酬金予您的權利，直至投訴解決為止。您同意完全配合 Evercare 以提供該投訴的所有相關信息。

## 11. 免責聲明

- 11.1. Evercare、其員工及代表均不須為以下情況承擔責任：
  - a. 您的資產有任何損失或損傷；
  - b. 您的傷亡，除非傷亡是由於Evercare的重大過失引致，無論是在工作過程中還是在去往工作途中。

11.2. 您同意不追究Evercare、其董事、僱員、代表或附屬機構有關您使用Evercare的服務的賠償、訴訟、索賠和/或爭議（無論已知還是未知），包括但不限於客人的行為或疏失的相關責任（包括但不限於跟蹤、性騷擾、人身暴力行為以及個人財產的破壞）、與客人的爭議以及客人或Evercare的指示、建議、行為或服務。

11.3. 儘管有上述除外條件，但如果確定Evercare、其董事、僱員、代表或附屬機構應承擔賠償責任，則該總體賠償額，無論是由合同、侵權、嚴格責或其他方面引起，在任何情況下均不會超過在提出此類索賠之前的六（6）個月內通過Evercare向您支付的費用。

## 12. 賠償

12.1. 以下情況下，若您直接或間接引致 Evercare 須負上責任、承擔損失或費用（包括所有面對訴訟或索償而需支出的費用），本人將會對 Evercare 作出賠償：

- a. 您本人的表現或您違反協議的任何條款。
- b. 您在提供服務中出現的疏忽、魯莽、侵權行為或蓄意行為不當。
- c. 您不履行責任、未經批准作出的作為，或任何疏失。
- d. 您在提供服務時，違反任何政府機關或當局的現行法例、條例、指令或要求。

12.2. 若您導致 Evercare 任何法律責任或/及損失，不論該責任是在法律上或在衡平法上，亦不論該損失為算定或未經算定，Evercare 有權在法律上或在衡平法上，抵消 Evercare 在本協議或其他協議下所欠您之款項。

## 13. 新冠肺炎收集服務

若您接受任何與COVID相關的工作機會，則您聲明：

- a. 您已閱讀COVID-19 有關的工作指引資料。
- b. 您確認COVID-19具有傳染性，並通過參與該工作而自願承擔暴露於COVID-19或被其感染的風險；您同時確認這種暴露或感染可能導致人身傷害，疾病，永久性殘疾和死亡。
- c. 您自願同意承擔上述所有風險，並對您自己在參與任何COVID-19收集服務或相關活動中遭受的任何傷害（包括但不限於人身傷害、殘疾和死亡）、疾病、損失和損傷承擔所有費用。
- d. 您過去14天內未曾離開香港。
- e. 您過去14天內未曾出訪過香港的近親。
- f. 您尚未與測試COVID-19呈陽性的任何人保持密切聯繫。
- g. 在過去的14天中，您沒有出現任何冠狀病毒症狀，包括發燒、發冷、僵硬、咳嗽、喉嚨痛、腹瀉、呼吸急促或其他與冠狀病毒有關的症狀。如果您發現任何症狀，您同意立即通知Evercare。您明白除非您提供證明您的症狀與冠狀病毒無關的證明，否則您將沒有資格獲得任何工作機會。

## 14. 終止合約

14.1. 在發生以下任何事件時，本服務條款會在沒有事先通知本人的情況下自動終止：

- a. 若您未能符合 Evercare 在工作指引、表現、持續力或其他方面的要求。
- b. 若您違反了本服務條款的任何條款，或本人明確或隱含地不遵守協議中的任何條款。
- c. 若您作出詐騙、不誠實或違反誠信的行為。

14.2. 若本服務條款在任何原因下終止，則表示條款中各方的權利及責任亦會自動終止，除了在條款終止前已在挑因中產生的訴訟權，又或在本條款已明確或隱含地訂明該些權利或責任在條款終止後開始生效或仍然生效。應在終止後繼續的具體條款包括：第8.2、8.3、9、11和12條。

## 15. 相關法例

由本自由職業者服務條款引起的或與之相關的所有爭議均由一名獨任仲裁員在香港進行仲裁解決，如果當事各方不同意仲裁員的身份，則應任命他/她由當時的香港仲裁人學會主席提出。

## 16. 通知

- a. 任何給予您的通知，均可以以下形式通過以下方式交給本人：親自送達；以郵寄方式，寄至本人最後為人所知的住所；以電郵發送到您的登記電子郵件帳戶；在電話內留言給本人，或以電話短訊方式發送到您在香港登記的電話號碼。就本條款而言，登記應指您在Evercare的登記。
- b. 所有給予 Evercare 的通知，應以親身送遞、傳真、郵寄或電郵方式傳送。
- c. 除本協議另外指明，否則此等通知應被視為正式通知，並予下列日期開始生效：若親人送遞，則由送達日期起生效；若以電郵或留言或電話短信或傳真交付，則於發送之日生效；如通過郵寄方式（不論是否已郵寄），須由香港郵政當局提供交付之日生效。

**16.1. 成本和費用：**除本服務條款中另有規定外，您應自行承擔並履行本服務條款下的所有義務。

**16.2. 豁免：**若任何一方在法律上或衡平法上未能或未能及時行使在本協議中的權利、權力或補救，均不會影響其以後行事本協議中在法律上或衡平法上的權利、權力或補救。同樣，任何一方放棄追究另一方的違約行為，不能視作另一方以後的同類或其他違約行為放棄追究。

**16.3. 條款變更：**Evercare可以隨時變更本服務條款，但條件是任何變更均應通知護理人員，並且倘若不同意該變更，護理人員應被給予2週的時間以終止其在Evercare的登記。如果護理人員在兩週的通知期後仍未終止在Evercare的登記，則應視為已接受該更改，並且該更改應自通知期結束後生效。

**16.4. 條款的實行：**若協議中某些條款在某些司法管轄區不能實行，而整份協議不能實行的程度亦只限於該等條款。協議中的其他條款，並不會因此失效。同時，該等條款在其他司法管轄區仍然生效。

**16.5. 以英文為準：**以上服務條款以英文及中文編寫，中英文版本如有任何歧異或矛盾，一概以英文版本為準。