



HOME OWNER (MAJIKAN) TERMS AND CONDITIONS

Including Common Operational Terms and Conditions

This audience-specific document is reorganised from the NIINII Home Helper Service Agreement Professional Legal English Working Draft. Common operational terms and conditions are included in this document together with the provisions applicable to this user category.

1. Introduction and Application

1.1 Purpose These Terms and Conditions establish the operational policies, service standards, rights, responsibilities, and procedures governing the use of the niinii Platform for Part-Time Home Helper Services.

1.2 Platform Operator The niinii Platform is owned and operated by Agensi Pekerjaan MLMS Sdn. Bhd. ("niinii").

1.3 Scope These Terms and Conditions apply to bookings, job acceptance, service delivery, payments, complaints, rectification, performance evaluation, cancellations, refunds, compensation, safety, privacy, dispute resolution, and related operational matters.

1.4 Governing Language The Bahasa Malaysia version shall constitute the authoritative version. Any English translation is provided for convenience. In the event of inconsistency, the Bahasa Malaysia version shall prevail.

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

1.6 User Acknowledgement By registering an account, making or accepting a booking, or otherwise using the niinii Platform, the user acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions and applicable niinii policies.

2. Key Operational Definitions

2.1 Booking A request for Services submitted through the niinii Platform.

2.2 Open Job A Booking made available to eligible Home Helpers for acceptance.

2.3 Assigned Job A Booking accepted and confirmed to a specific Home Helper.

2.4 Running Job A Service that has commenced following completion of the required identity verification process.

2.5 Completed Job A Service that has been completed and formally marked as completed.

2.6 Scope of Work The duties and responsibilities agreed within the relevant Booking.

2.7 Service Hours The duration of the Service booked by the Home Owner.

2.8 Digital Evidence Any selfie, photograph, video, GPS log, timestamp, communication record, system record, or other digital record maintained by the Platform.

2.9 Force Majeure An event beyond reasonable control, including natural disasters, civil unrest, major service disruptions, epidemics, utility failures, or governmental directives.

3. Platform Operations

3.1 Platform Booking All Service Bookings and applicable payments shall be made through the niinii Platform. A Booking is valid upon successful receipt and confirmation of payment.

3.2 Assignment Bookings may be made available to eligible Home Helpers. niinii does not guarantee that a Booking will be accepted within any specified period.

3.3 Service Verification The required identity verification, photographs, GPS records, timestamps, and other Platform procedures may be used to verify commencement, performance, and completion of a Service.

3.4 Scope Changes Any extension of Service Hours or variation to the Scope of Work must be recorded and approved through the Platform before additional work or charges are imposed.

3.5 Official Records Platform payment records, system logs, Digital Evidence, communications, and other electronic records maintained by niinii may be relied upon as official operational records to the extent permitted by law.

4. Complaints, Rectification and Acceptance

4.1 Complaint Window Any complaint shall be submitted through the Platform together with relevant supporting photographs or videos within three (3) hours after the Service has been marked as completed.

4.2 Rectification First Where a complaint is determined by niinii to be reasonable or valid, the Home Helper shall first be given an opportunity to rectify the disputed work for a maximum period of one (1) hour.

4.3 Automatic Acceptance Where no complaint or other action is submitted within three (3) hours after completion, the Service shall be deemed accepted and automatically approved.

4.4 Investigation niinii may request explanations, statements, documents, photographs, videos, GPS records, timestamps, communications, system logs, and other relevant information when investigating a complaint or dispute.

4.5 Operational Determination Any operational determination by niinii shall apply to administration of the Platform and shall not prejudice the legal rights or remedies of any party under applicable law.

5. Payment, Refund and Compensation

5.1 Platform Payments Payments for Services shall be made exclusively through the niinii Platform unless prior written approval has been granted by niinii.

5.2 Payment Release Payment to the Home Helper shall be processed according to niinii's official payment schedule and released only after the Service has been verified as completed or automatically approved.

5.3 Payment Hold niinii may withhold or delay payment where there is a complaint, dispute, suspected fraud, policy violation, or ongoing investigation.

5.4 Refunds Refund requests shall be assessed based on available facts, Digital Evidence, and niinii's investigation, in accordance with these Terms and Conditions.

5.5 Compensation Where a Home Owner cancels after the permitted cancellation period or prevents the Home Helper from commencing the Service after arrival, compensation charges may be imposed under the applicable Compensation Policy.

5.6 Fraud and Corrections Attempts to falsify transactions, dishonestly obtain refunds, manipulate records, or circumvent Platform payment controls are prohibited. niinii may adjust, reverse, correct, or recover transactions arising from system errors, duplicate payments, processing failures, or relevant financial institution instructions.

6. Safety, Privacy and Conduct

6.1 Safety The safety of users, family members, property, personnel, and the public shall remain a priority throughout the Service.

6.2 Confidentiality Personal information, residential addresses, access codes, photographs, confidential information, and other non-public information obtained through the Platform or Service shall be kept confidential unless disclosure is authorised or required by law.

6.3 Personal Data Personal data shall be collected, processed, stored, and disclosed in accordance with applicable data protection laws, including the Personal Data Protection Act 2010 (Malaysia), where applicable, and niinii's Privacy Policy.

6.4 Prohibited Conduct Fraud, impersonation, falsification of evidence, manipulation of records, harassment, threats, discrimination, violence, unlawful activities, and attempts to circumvent Platform controls are prohibited.

6.5 Enforcement A breach may result in warnings, temporary suspension, account termination, blacklisting, financial recovery, or legal proceedings depending on the nature and severity of the breach.

7. Governance and Records

7.1 Audit and Quality Assurance niinii may audit Bookings, payment records, communications, Digital Evidence, operational activities, and compliance with applicable policies and SOPs for quality assurance, risk management, and operational improvement.

7.2 AI and Automation niinii may use artificial intelligence, automation, and data analytics for Booking matching, quality assurance, fraud detection, risk assessment, operational support, and other legitimate business purposes. Significant decisions materially affecting a user may be reviewed by an authorised officer where appropriate.

7.3 Record Retention Operational records may be retained for audit, compliance, dispute resolution, legal defence, and other lawful purposes in accordance with internal policies and applicable law.

7.4 Amendments niinii may amend, supplement, replace, or revoke these Terms and Conditions from time to time. The latest version published on the Platform shall supersede previous versions.

8. Home Owner (Majikan) Responsibilities

8.1 Registration Information The Home Owner shall provide true, accurate, complete, and up-to-date registration information.

8.2 Cancellation A Home Owner may cancel a Booking up to two (2) hours before the scheduled commencement of the Service. Later cancellations are subject to the applicable Compensation Policy.

8.3 Arrival and Responsible Person The Home Owner shall ensure that a responsible person is present at the Service location to receive the Home Helper upon arrival.

8.4 Mandatory Briefing The Home Owner shall provide a five (5) to ten (10) minute briefing covering the Scope of Work, priorities, restricted areas, and proper use of equipment and cleaning materials.

8.5 Selfie Verification The Home Owner shall complete the mandatory Selfie Verification with the Home Helper before the Service commences.

8.6 Before Photos The Home Owner is encouraged to upload photographs of the work area before commencement for record-keeping purposes.

8.7 Equipment The Home Owner shall provide clean, safe, and functional equipment and cleaning materials reasonably required to perform the Service.

8.8 Scope of Work The Home Owner shall assign only tasks falling within the Scope of Work stated in the Booking.

8.9 Safe Environment The Home Owner shall provide a reasonably safe working environment and disclose known hazards, including aggressive pets, slippery surfaces, or dangerous areas.

8.10 Valuables The Home Owner is responsible for securing cash, jewellery, important documents, and other valuable property before the Service commences.

8.11 Inspection Upon completion, the Home Owner shall inspect the completed work before confirming acceptance.

8.12 Respectful Conduct The Home Owner shall treat the Home Helper professionally and respectfully and shall not engage in threats, harassment, sexual harassment, discrimination, intimidation, or violence.

9. Ethics and Integrity

9.1 Integrity Users shall act honestly, ethically, professionally, and with mutual respect and shall not provide false or misleading information, falsify documents, or conceal material facts.

9.2 Bribery Offering, soliciting, accepting, or receiving any bribe, unlawful gratification, kickback, commission, gift, or improper benefit intended to influence a decision or action is prohibited.

9.3 Professional Communication Communications shall be professional, courteous, and respectful. Threatening, abusive, defamatory, discriminatory, harassing, or offensive communications are prohibited.

9.4 Social Media and Confidential Information Users shall not publish or distribute confidential information, customer photographs, or content that may damage niinii's legitimate business interests without prior written consent.

9.5 Reporting Misconduct Suspected misconduct may be reported through niinii's official reporting channels and may be investigated under its internal procedures.

10. Acceptance and Effectiveness

10.1 Electronic Consent Consent, acknowledgement, acceptance, approval, or agreement provided through the Platform, website, mobile application, or electronic signature shall have the same legal force and effect as a handwritten signature, subject to applicable Malaysian law.

10.2 Notices Official notices may be delivered through the Platform, electronic mail, the official niinii website, push notifications, or another official communication channel designated by niinii.

10.3 Effective Date These Terms and Conditions shall become effective on the date announced by niinii and remain in force while the user's account is active or until replaced by a subsequent version.

11.1 Amendments and Reservation of Rights

NIINII reserves the absolute and unrestricted right, at its sole discretion, to amend, vary, modify, replace, suspend, revoke or introduce any provision of these Terms, Platform policies, fees, services, booking procedures, payment methods, eligibility requirements, operational rules and other Platform features at any time where it deems appropriate for legal compliance, operational efficiency, security, fraud prevention, technological improvements, business development or enhancement of the Platform and its Services. Continued use constitutes acceptance of the revised Terms.

11.2 Platform Status and Limitation of Liability

NIINII is solely an online technology platform facilitating matching, booking, administration and payment processing. NIINII is not the employer, employee, agent, contractor, guarantor, insurer or legal representative of any user and shall not be liable for disputes, losses, damages or acts committed independently by users except where liability cannot legally be excluded.

11.3 Indemnity

Each user shall indemnify, defend and hold harmless NIINII, Agensi Pekerjaan MLMS Sdn. Bhd., its directors, shareholders, employees and affiliates from all claims, proceedings, liabilities, damages, costs and legal fees arising from that user's acts, omissions or breach of these Terms.

11.4 Disclaimer of Warranties

NIINII does not warrant uninterrupted availability of the Platform nor guarantee the suitability, competence, honesty, behaviour, legality, safety or performance of any Home Owner or Home Helper.

11.5 Digital Evidence

Platform records, payment records, timestamps, GPS logs, communications, photographs, videos and system logs may be relied upon by NIINII as prima facie operational evidence unless proven otherwise by clear and convincing evidence.

11.6 Investigation and Enforcement

NIINII may investigate any suspected breach and may suspend, restrict, terminate, blacklist or refuse services at its sole discretion pending investigation.

11.7 Fraud and Misrepresentation

Fraudulent conduct, false information, fake identities, manipulated evidence or attempts to circumvent Platform controls may result in immediate termination, recovery of losses and legal action.

11.8 Force Majeure

NIINII shall not be liable for delays or failures caused by events beyond its reasonable control including natural disasters, cyber incidents, utility failures, epidemics, governmental actions or civil unrest.

11.9 Intellectual Property

All software, systems, databases, trademarks, logos, content, workflows and intellectual property relating to NIINII remain the exclusive property of NIINII unless otherwise stated in writing.

11.10 Reservation of Rights

NIINII reserves all rights not expressly granted under these Terms, including the right to modify, suspend or discontinue any service, feature or policy.

11.11 Dispute Resolution

Operational determinations by NIINII are administrative only and do not prevent either party from exercising legal rights directly against the other party before competent authorities.

11.12 Cooperation with Authorities

NIINII may disclose records and cooperate with police, regulators and courts where required by law or reasonably necessary for investigations.

11.13 No Circumvention

Users shall not bypass the Platform to avoid fees or contractual obligations. NIINII may recover losses and take legal action.

11.14 Confidentiality and Social Media

Users shall not publish confidential information or defamatory statements regarding NIINII or other users. NIINII reserves all legal remedies.

11.15 Survival

Clauses relating to payment, confidentiality, liability, indemnity, intellectual property, dispute resolution, enforcement and legal rights shall survive termination of these Terms.