

Terms of Service

Kind Heart Inc.

Effective Date: August 18, 2026 | Last Updated: August 18, 2026

Welcome to mykindheart.com (the “Site”), operated by Kind Heart Inc. (“Kind Heart,” “we,” “us,” or “our”). These Terms of Service (“Terms”) govern your access to and use of the Site. By using the Site, you agree to these Terms. If you do not agree, please do not use the Site.

These Terms govern use of the website only. Any in-home care services you receive from Kind Heart are governed by a separate written Client Services Agreement that you will sign before services begin. The Client Services Agreement controls with respect to the care services themselves.

1. About Kind Heart

Kind Heart provides non-medical companion care, personal care, and respite care services for seniors and other individuals who may benefit from assistance in the home in the Bay Area, California. Kind Heart is licensed as a Home Care Organization by the California Department of Social Services (“CDSS”). Additional licensing information is available on our Licensing & Compliance page.

2. Use of the Site

You agree to use the Site only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Site in any way that violates applicable federal, state, or local law.
- Attempt to gain unauthorized access to the Site, its servers, or any connected systems.
- Interfere with or disrupt the Site’s functionality or security.
- Use automated means, including bots or scrapers, to access or collect data from the Site without our prior written consent.
- Submit false, misleading, or fraudulent information through any form on the Site.

3. No Medical Advice; Non-Medical Services; No Guarantee of Services

Content on the Site—including descriptions of our services, blog posts, and other materials—is provided for general informational purposes only and does not constitute medical, legal, or professional advice. It is not a substitute for consultation with a qualified physician or other healthcare provider.

Kind Heart provides non-medical home care services. Nothing on the Site should be interpreted as providing medical diagnosis, treatment, nursing care, or other licensed healthcare services unless expressly stated and legally authorized.

Submitting an inquiry through the Site, requesting a call, or otherwise contacting us does not guarantee the availability of caregivers, a specific caregiver match, or the commencement of services. Actual care services are subject to a separate agreement, assessment of needs, and caregiver availability.

4. Emergencies

The Site and its contact forms are not intended for emergencies or urgent medical situations. If you or another person is experiencing a medical emergency or is in immediate danger, call 911 or contact the appropriate emergency service. Do not use the Site to request immediate emergency assistance.

5. Intellectual Property

All content on the Site—including text, graphics, logos, images, and design—is owned by or licensed to Kind Heart and is protected by copyright, trademark, and other intellectual property laws. You may view and print Site content for personal, non-commercial use only. You may not reproduce, distribute, modify, or create derivative works from Site content without our prior written permission.

6. User Submissions

If you submit information to us through a contact form, job application, or otherwise, you represent that the information is accurate and that you have the right to share it. Please do not submit sensitive personal or health information about yourself or a third party through public or unsecured channels on the Site beyond what is reasonably necessary to respond to your inquiry.

7. Third-Party Links

The Site may contain links to third-party websites, including social media platforms. We do not control and are not responsible for the content, privacy practices, security, or availability of third-party sites. Links do not imply endorsement.

8. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITE AND ITS CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, KIND HEART AND ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE.

This limitation applies to the Site and website content only and does not modify or limit any rights, duties, obligations, or liabilities arising from care services provided under a separate Client Services Agreement or otherwise imposed by applicable law.

10. Indemnification

To the fullest extent permitted by law, you agree to indemnify and hold harmless Kind Heart and its officers, employees, and agents from claims, losses, liabilities, and reasonable expenses (including reasonable attorneys’ fees) arising from your material misuse of the Site or your material violation of these Terms.

11. Accessibility

Kind Heart is committed to providing a website that is accessible to as many users as reasonably possible. If you experience difficulty accessing any portion of the Site or need information in an alternative format, please contact us at hello@mykindheart.com or (925) 744-0000 so we can assist you.

12. Governing Law and Disputes

These Terms are governed by the laws of the State of California, without regard to conflict-of-law principles. Any dispute arising out of or relating to these Terms or the Site shall be subject to the jurisdiction of the state and federal courts located in California, to the extent permitted by law.

13. Changes to These Terms

We may update these Terms from time to time. Changes will be posted on this page with an updated “Last Updated” date. Continued use of the Site after changes are posted constitutes acceptance of the revised Terms.

14. Contact Us

Kind Heart Inc.

Serving the Bay Area, California

Phone: (925) 744-0000

Email: hello@mykindheart.com