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### 1. Introduction

Thank you for choosing Info-Tech! Before you begin using Info-Tech's payroll outsourcing service, we need you to look through and accept Info-Tech's payroll outsourcing terms of service.

We know it is tempting to skip these terms of service. But it is important to establish what you can expect from us, and what we can expect from you.

Understanding these terms of service is important because, by using our service, you are agreeing to these terms of service. If you do not agree to any of our terms of service, then you cannot use our service. In that case, please reach out to us and we would be happy to discuss.

### 2. Important terms

**In this section we define some important terms. The words highlighted in bold will have the same corresponding meaning every time it is used within these terms of service.**

- 2.1. **You and Info Tech:** When we say you or your or Customer, we mean both you, your representatives and/or agents, and any entity or firm that you are authorised to represent. When we say Info-Tech, we, our, or us, we mean INFO TECH SYSTEMS INTEGRATORS (M) SDN BHD, our representatives and/or agents, and our affiliates. When we say party or each party, we mean you or us, individually. When we say parties, we mean you and us, both.
- 2.2. **Agreement:** When we say agreement, we mean the agreement for us to provide you with payroll outsourcing service in accordance with our terms of service.
- 2.3. **Confidential information:** When we say confidential information, this includes (but is not limited to) all information:
  - (a) which has commercial value or utility in the business of the disclosing party; and/or



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(b) which the disclosing party has designated as confidential information in writing to the receiving party.

- 2.4. **Mobile app:** Our mobile app means Info-Tech's Cloud HRMS Solution software mobile application.
- 2.5. **Platform:** Our platform includes (but is not limited to) any functionalities, services, or features offered on our Cloud HRMS Solution software, such as our mobile app and web portal.
- 2.6. **Service:** Our service means Info-Tech's payroll outsourcing service. The scope of our service is set out in Annex A, which forms a part of this agreement.
- 2.7. **Web portal:** Our web portal means Info-Tech's Cloud HRMS Solution software website portal.
- 2.8. **TOS:** Our other terms of service which can be found at <https://www.info-tech.com.my/terms-of-service>.

### 3. Pricing and payment

In this section we explain some of our general pricing and payment terms.

- 3.1. **Quotation:** You will need to pay for our service and/or ad hoc service according to the quotation that we issue to you. The general pricing and payment terms in this section are in addition to any terms set out in our quotation. If there is a conflict in the terms in the quotation and in these terms of service, the terms in our quotation will apply. Unless stated otherwise, all our charges shall be payable upfront.
- 3.2. **Taxes:** You are responsible for paying all taxes applicable to your use of our service.
- 3.3. **Importance of timely payment:** You must make timely payments according to the payment timeline set out in our quotation and/or invoices. If we do not receive timely payments, we may:-
- (a) charge an additional administrative fee as set out in our quotation and/or invoice; or
  - (b) suspend or terminate our services to you.

In this regard, we shall not be responsible for any expenses, liabilities, damages, loss of profit, or any cost related to and/or arising from the said extra charges/suspension/termination resulting from any late or non-payment.

### 4. Service period

This section sets out the terms relating to the duration of our service.

- 4.1. **Service period:** We will begin providing our service to you upon your payment of our charges/fees pursuant to the quotation for a period stated in the quotation. We will continue



providing you with our service for the period stated in our quotation, unless this agreement is earlier terminated in accordance with these terms of service.

## 5. Data protection

In this section we set out the terms regarding our collection, use, and disclosure of personal data in providing our service to you.

- 5.1. **Data protection policy:** Our collection, use, and disclosure of personal data will be in accordance with the terms of our data protection policy, which may be amended from time to time. Our data protection policy forms part of these terms of service. You may find a copy of our data protection policy at <https://www.info-tech.com.my/data-protection-policy>.
- 5.2. **Purpose of data use:** We will ensure that the use, collection, and disclosure of personal data is only for the purposes arising out of these terms of service.
- 5.3. **Data intermediaries:** Data intermediaries are organisations that process data on behalf of other organisations. You agree that where we process personal data for the purposes arising out of these terms of service, we act as your data intermediaries.
- 5.4. **Consent:** You confirm that you consent to our collection, use, and disclosure of your personal data in accordance with our data protection policy for the purposes of providing our service to you. If you provide the personal data of any third parties (including your employees) in connection with our service, you confirm that these third parties have consented to the collection, use, and disclosure of their personal data in accordance with our data protection policy for the purposes of providing our service to you.
- 5.5. **Accuracy of personal data:** It is your responsibility to ensure that the personal data that you provide to us is true, accurate, and complete.
- 5.6. **Data breach notifications:** A data breach is an incident which exposes personal data to unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks. In the event of any actual or suspected data breach, we will assess whether it is a notifiable breach. A notifiable breach is a data breach that will likely result in significant harm to individuals, and/or are of a significant scale. Once a notifiable breach is established, we will notify you of the breach without undue delay and in any event within seven (7) days of establishing such breach.

## 6. Confidential Information

While using our service, you may disclose confidential information to us. You may also become aware of confidential information about us. In this section we explain what parties are expected to do when dealing with each other's confidential information.

- 6.1. **Protecting confidential information:** Parties agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised third parties. This obligation continues even after the termination of this agreement.



- 6.2. **When information and material is not confidential:** For the purposes of this agreement, information and material that is ordinarily confidential information will not be so considered if it:
- (a) is generally known or available to the public through no fault of the receiving party;
  - (b) is known to the receiving party before the time of disclosure by the other party;
  - (c) is independently developed or learned by the receiving party (so long as this can be demonstrated through documentary evidence);
  - (d) is lawfully obtained from a third party who has the right to make such disclosure; and/or
  - (e) is released for publication by the disclosing party in writing.
- 6.3. **Disclosure required by law or competent authority:** If a party is required to disclose the other party's confidential information by law, any governmental or regulatory authority, a court, or other authority of competent jurisdiction, that party may disclose the other party's confidential information so long as:
- (a) the disclosure is to the extent that is legally permitted;
  - (b) the party required to disclose confidential information will give the other party as much prior notice of such disclosure as possible; and
  - (c) the party required to disclose confidential information will take into account the reasonable requests of the other party in relation to the content of such disclosure.

## 7. Use of our platform

You may be given access to our platform for the service period. Although we try to keep our platform running smoothly, as with all tech products, you may experience downtime and data loss when using our platform.

In this section we set out the terms relating to the use of our platform. These terms are in addition to our TOS for our platform which can be found at <https://www.info-tech.com.my/terms-of-service>.

- 7.1. **Maintenance and downtime:** Our technical team works hard to keep our platform running smoothly. However, you may experience downtime on our platform due to maintenance work and other technical issues. We will try our best to notify you in advance of any downtime on our platform.
- 7.2. **Data loss:** As with the use of all tech products, you may experience data loss on our platform. We will nevertheless endeavour to minimise this risk.



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7.3. **Technical support:** If you do experience any technical difficulties on our platform, you may reach out to your dedicated Payment Outsource Consultant for assistance.

## 8. **Liability and indemnity**

This section sets out key factual assumptions that each party confirms to be true. It also sets out parties' respective liabilities under these terms of service.

8.1. **Authority:** Each party confirms that it has the full power, legal capacity, and authority to enter into and perform this agreement.

8.2. **Relevant Information:** To ensure accurate results, you shall provide all relevant information and data ("**Relevant Information**") to us:-

- (a) Employee details (e.g. full name, NRIC, job title, start date, salary structure);
- (b) Details of benefits provided to employees, including type and nature of such benefits;
- (c) Your policy on allowances, including categories and treatment of various allowances;
- (d) Your EPF number and your employee's EPF number, contribution rates, and any exemptions and variations;
- (e) SOCSO & EIS registration details including Customer's SOCSO code, classification of employees (e.g. foreign workers, or contract workers), and applicable contribution categories;
- (f) Income Tax (PCB) information including your tax file number, employees' tax file numbers, and deductions;
- (g) Information regarding HRDF levy;
- (h) Unpaid leave records and any event which may lead to deduction in salary;
- (i) Employee's overtime hours and methodology/rates or calculation of additional payment to employee due to overtime hours;
- (j) Bank account details (if applicable) for salary disbursements including preferred bank file format and payment schedules;
- (k) Historical payroll data (This applies for the current year only. Any assessment, processing, analysis, or advisory services related to payroll data from prior years will incur separate charges);
- (l) Company policies and procedures which may affect payroll including but not limited to payment cycles, deduction, bonus/commission structure;
- (m) Calculation, methodologies, rates, and parameters of Customer's current payroll system; and
- (n) Any other information that may be required for us to provide the services to you.

8.3. **Accuracy:** You are solely responsible for ensuring the accuracy, completeness, and timeliness of all Relevant Information provided to us. You agree that we shall not be responsible for any delays, miscalculations, errors, breaches of statutory requirements, penalties, liabilities, damages, or any other losses or costs arising directly or indirectly from inaccuracies, errors, or omissions in the Relevant Information provided by you.

8.4. **Cooperation:** Without cooperation from you, we will be unable to render our services effectively. As such, we seek your full cooperation including providing all necessary



information, assistance, and access, to enable us to deliver our services to you efficiently and to the highest professional standards.

- 8.5. **Process:** You acknowledge and agree that unless stated otherwise, we only process your payroll solely based on calculations, methodologies, rates, and parameters provided by you. You are responsible for providing us with all necessary, complete, accurate, and timely data and instructions to facilitate accurate payroll processing.
- 8.6. **Your indemnity:** You agree to indemnify us against any losses, penalties, fines, costs (including reasonable legal fees), and expenses that we incur due to or arising out of:
- (a) your use of our service;
  - (b) inaccuracies, errors, omissions, or misrepresentations in the Relevant Information provided by you;
  - (c) your violation of this agreement or any law or regulation; and/or
  - (d) a third party claim against us relating to or arising out of your use of our service.
- 8.7. **Disclaimer of warranties:** except as expressly provided in our terms of service:-
- (a) You are solely responsible for the results obtained from your use of our service and for the conclusions drawn from such use.
  - (b) We are not liable for any damage caused by errors or omissions in any Relevant Information provided to us by you. We are also not liable for any loss or damage caused by any actions taken by us at your direction.
  - (c) To the extent that is allowed by law, we exclude all warranties, representations, conditions, and all other terms of any kind whatsoever implied by law.
- 8.8. **Limitation of liability:** To the extent that is allowed by law, our liability to you in relation to your use of our service or these terms of service in any circumstance, is limited as follows:
- (a) We are not liable for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense arising from your use of our service.
  - (b) We are not liable to compensate you for any loss or damage resulting from downtime or data loss on our mobile app.
  - (c) Other than liability that we cannot exclude or limit by law, our total aggregate liability to you in any circumstances (including claims for negligence) is limited to the amount



equal to the value of six (6) months' worth of services provided to you preceding the claim.

8.9. **Events outside of our control:** We will not be liable for any failure or delay in performing our obligations under these terms of service arising from any cause that is outside of our reasonable control. In the event of such delay, our performance will be extended for a period of time equal to the time lost by reason of the delay and any additional recovery time required by us.

8.10. **Not advice:** We do not provide any tax, audit, payroll, accounting, or legal advice. Our role is strictly limited to automating your existing payroll calculation process. This includes inputting the payroll rates, formulas, and parameters provided by you into our system, and configuring the system to generate payslips that reflect your current payroll calculations. You remain solely responsible for the accuracy and legality of all payroll data, calculations, and outputs.

## 9. Termination and suspension

**This section explains when and how our service may be terminated or suspended.**

9.1. **Termination by notice:** Either party may terminate this agreement prior to the end of the service period by giving the other party three months prior written notice. In the event of early termination by you, you are liable to pay the contract price for the service period in full.

9.2. **Termination or suspension for cause:** We may terminate this agreement or suspend our service with immediate effect if:

- (a) you breach any of our terms of service;
- (b) you make any voluntary arrangement with your creditors or become bankrupt or subject to an administration order or go into liquidation; and/or
- (c) an encumbrancer takes, or a receiver is appointed to take, any of your property or assets.

9.3. **Effect of termination or suspension:** In the event of termination (at no fault of Info-Tech), you shall be liable to pay the full agreed price (stated in the quotation or otherwise, whichever higher) for the service period in full. In the event of a suspension, our services will be temporarily halted. However, you will remain responsible for payment for the duration of the suspended service period.

## 10. Disputes

**In this section we explain how disputes between parties should be resolved.**

10.1. **Resolving disputes:** If you have any concerns with our service, please contact us at [sales@info-tech.com.my](mailto:sales@info-tech.com.my) or call +603 6050 0333. We will try our best to resolve your concerns as quickly as possible. If we are unable to resolve your concerns, parties agree to



resolve any dispute, claim, question, or difference arising out of or relating to these terms of service or any agreement executed pursuant to these terms of service as follows:

- (a) Parties will use their best endeavours to settle such dispute, claim, question, or difference amicably. To this effect, parties will consult and negotiate with each other in good faith to reach a just and equitable solution that is satisfactory to all parties.
- (b) In the event that parties are unable to settle the dispute, claim, question, or difference amicably, parties shall resolve the dispute in the courts of Malaysia.

10.2. **Governing law:** These terms of service (Payroll Outsourcing) shall be governed by and construed in accordance with laws of Malaysia. You hereby submit to the jurisdiction of the Malaysian courts

## 11. Housekeeping matters

11.1. **Notices:** Your notices to us must be sent to [sales@info-tech.com.my](mailto:sales@info-tech.com.my). Any notices that we send to you will be sent to the email address set out in our quotation. You are responsible for notifying us of any change in your contact information during the service period.

11.2. **Enforcement of terms:** If it turns out that any part of these terms of service is unenforceable, it will not affect the rest of these terms of service.

11.3. **Third party rights:** These terms of service describe the relationship between you and Info Tech. They do not create any legal rights for other people or organisations, even if others benefit from that relationship under these terms. You must not assign any or your rights, benefits, and/or obligations under this agreement to any third parties without obtaining our prior written consent.

11.4. **Waiver of right or remedy:** If you do not follow these terms of service, and we do not take action right away, that does not mean that we are giving up any rights that we may have, such as taking action in the future.

11.5. **Other Agreements:** At all material times, the terms of this terms of service (payroll outsourcing), the terms stated in the quotation, and the TOS at <https://www.info-tech.com.my/terms-of-service> shall serve to complement each other. All interpretation shall always be in favour of reconciling the terms of this terms of service (payroll outsourcing), the terms stated in the Quotation, and the TOS. In the event of any inconsistencies between this terms of service (payroll outsourcing), the Quotation, and the TOS, the Parties agree that the order of precedence shall be as follows:-

- i. The quotation
- ii. This terms of service (Payroll Outsourcing)
- iii. The TOS which can be found at <https://www.info-tech.com.my/terms-of-service>



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Accordingly, the terms of the quotation shall prevail over this terms of service (Payroll Outsourcing), and the terms of this terms of service (Payroll Outsourcing) shall prevail over the Terms of Service at <https://www.info-tech.com.my/terms-of-service>.

- 11.6. **Previous Agreements:** These terms of service (payroll outsourcing), together with any documents or agreements expressly referred to herein, constitutes the entire and exclusive agreement between the parties concerning the subject matter hereof. No representations, warranties, promises, or terms, whether verbal or written, made by either party prior to the execution of these terms of service (payroll outsourcing) shall be binding upon the parties, unless expressly incorporated into these terms of service (payroll outsourcing). Any prior agreements, understandings, or discussions, whether in writing or oral, are hereby superseded and shall have no force or effect.
- 11.7. **Changes to terms:** We may update our terms of service from time to time. We will post any such updates on our website. Your continued use of our service following the posting of any changes constitutes acceptance of those changes.
- 11.8. **Renewal:** Any renewals must be made at least thirty (30) days prior to the expiry date stated in the quotation. For the avoidance of doubt and unless stated otherwise, a successful renewal shall be upon signing of a new quotation along with full payment made to the Service Provider. We shall not be responsible for any expenses, liabilities, damages, loss of profit, or any cost related to and/or arising from the said suspension/termination resulting from any delays in renewal.

You have reached the end of our terms of our service. Thank you for reading our terms. Please do not hesitate to contact us if you have any questions.



## **Annex A**

### **Outsourcing your payroll to Info Tech**

**In this annexure we explain the scope of our payroll outsourcing service.**

#### **12. Initial Consultation**

- 12.1. Upon receipt of payment (or upon any date set by us), we will initiate contact with you to schedule an initial consultation. During this initial consultation session, we will assess your payroll requirements, review your current system, and identify any compliance requirements.
- 12.2. Following thereto, we will conduct a test run to ensure that the payroll generated by us aligns with your existing system or as per your instructions. In the event that the payroll generated does not align with your existing system, you shall furnish us with additional information and documentation to ensure that the payroll is properly aligned.
- 12.3. Once you are satisfied with the test results, we will proceed with the official payroll processing.

#### **13. Payment instructions**

- 13.1. Each month, we will send you a payment instruction form.
- 13.2. It is your responsibility to fill up the payment instruction form with all the requested payment details and return the completed payment instruction form to us in a timely manner. It is also your responsibility to ensure that all information that you provide to us is true, accurate, and up to date.
- 13.3. Once we receive the completed payment instruction form from you, we will review your payroll data to ensure that adequate information has been provided by you. In particular, you must ensure that you provide us with the following information:
  - (a) Pending unpaid leave.
  - (b) Leave encashment for resigned staff.
  - (c) Any amendments to employee's salary and personal details.
  - (d) Allowances.
  - (e) Your bank account details.
  - (f) Employee's bank account details.
  - (g) Bank value date.
- 13.4. We will contact you if we need further information.
- 13.5. Once we have verified that all the payment details in your completed payment instruction form are in order, we will require 5 working days to process the payroll, subject to any delay



on your end. If you wish to make any further changes to your payment details, you must contact your dedicated Payment Outsource Consultant to do so.

**14. Payroll processing**

- 14.1. We will perform payroll calculations for your employees' salaries, wages, bonuses, and other forms of compensations in accordance with the completed payment instruction form.
- 14.2. In performing your payroll calculations, we will also calculate and process of all statutory deductions and contributions including but not limited to monthly income tax deduction (PCB), Employees Provident Fund (EPF), Social Security (SOCSO), Employment Insurance System (EIS) and other applicable withholdings or employer obligations in accordance with your approved instructions.
- 14.3. We will generate a standard payroll report. We will forward the standard payroll report to you for your verification. It is your responsibility to review the payroll reports to verify its accuracy. You must provide your verification of the payroll reports within 2 working days (which will not form part of the 5 working days required for payroll processing). If you are unable to do so, the payment processing period will be extended by the number of working days which exceed the aforementioned 2 working days.
- 14.4. Upon your verification of the standard payroll report, you are also required to provide us with the bank value date. We may, upon your request and subject to availability, generate a bank payment file suitable for you to submit to your bank for disbursement of salary to your employees. We will send you the bank payment file for your verification. It is your responsibility to ensure that the information stated in the bank payment file are in line with the standard payroll report and are accurate before submitting the submission documents to the bank. We may also provide you with a monthly statutory report for PCB, EPF, SOCSO, EIS, and other applicable withholdings or employer obligations in accordance with your approved instructions.
- 14.5. We will also, upon your instructions, generate electronic payslips to be disseminated to each of your employees.
- 14.6. Unless stated otherwise, we will only process your payroll once (1) per calendar month on the scheduled date stated by you. We reserve the right to impose additional charges in providing any additional payroll processing or related services on an ad hoc basis upon your request and subject to our availability.
- 14.7. Unless stated otherwise, our scope of service excludes tax reporting including but not limited to EA forms, TP 1 forms, TP3 forms, C.P.8D forms or any other statutory tax related documentation or filing.

**15. Ad hoc services**



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- 15.1. We provide additional ad hoc services relating to your payroll. These services do come with an additional cost which will be included in the quotation. Common ad hoc services include (but are not limited to):
- (a) Processing resigned employees.
  - (b) Processing employees' salaries that have been missed out in the payment instruction form.
  - (c) Uploading bank file to customer's bank.
  - (d) Updating leave application (for customers who engage us for our outsourced leave service).
  - (e) Regenerating any documents to last minute changes in details provided by you.
  - (f) Off-cycle payment.
  - (g) Multiple cycle payments in a month/time period.
  - (h) Allowance report.
  - (i) Salary comparison report.
- 15.2. Upon submission of the completed payment instruction form, any amendments thereto may incur an additional fee.
- 15.3. Such ad hoc services are subject to our terms of service, where applicable, and other terms as agreed between you and Info Tech on a case-by-case basis.
16. **New features and tools**
- 16.1. We are constantly developing our technologies and features to improve our services. Any new features or tools which are added to Info-Tech's current service platform will also be subject to our terms of service.