

TERMS OF SERVICE

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A. 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 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.

B. 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 our terms of service.

1. **You and Info Tech:** When we say **you** or **your**, 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 Ltd., 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. **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.

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
 - (b) which the disclosing party has designated as confidential information in writing to the receiving party.
4. **Mobile app:** Our **mobile app** means Info-Tech's Cloud HRMS Solution software mobile application.
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.
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.
7. **Web portal:** Our **web portal** means Info-Tech's Cloud HRMS Solution software website portal.

C. Pricing and payment

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

8. **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 our terms of service, the terms in our quotation will apply.
9. **Taxes:** You are responsible for paying all taxes applicable to your use of our service.
10. **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 charge an additional administrative fee as set out in our quotation and/or invoice.

D. Service period

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

11. **Service period:** We will begin providing our service to you from the date stated in our 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.

E. 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.

12. **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 [here](#).
13. **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.
14. **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.
15. **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.
16. **Accuracy of personal data:** It is your responsibility to ensure that the personal data that you provide to us is true, accurate, and complete.
17. **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 24 hours of establishing such breach.

F. 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.

18. **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.
19. **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.
20. **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.

G. Use of our platform

You will 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 general terms of service for our platform which can be found [here](#).

- 21. **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.
- 22. **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.
- 23. **Technical support:** If you do experience any technical difficulties on our platform, you may check out the [Technical FAQ](#) page on our website which should help you with most situations. If you are still unable to resolve your issue, you may reach out to your dedicated Payment Outsource Consultant for assistance.

H. 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. This is an important section so please read it carefully.

24. **Authority:** Each party confirms that it has the full power, legal capacity, and authority to enter into and perform this agreement.
25. **Your indemnity:** You agree to indemnify us against any losses, costs (including reasonable legal fees), and expenses that we incur due to or arising out of:
- (a) your use of our service;
 - (b) your violation of this agreement or any law or regulation; and/or
 - (c) a third party claim against us relating to or arising out of your use of our service.
26. **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 information, material, or data 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.
27. **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 actually paid by you for our service in the six months preceding the claim.
28. **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.

I. Termination and suspension

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

29. **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.
30. **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.

J. Disputes

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

31. **Resolving disputes:** If you have any concerns with our service, please contact us at sale@info-tech.com.sg or call 6297 3398. 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:
 - i. for claims valued at S\$30,000 and below, and are eligible for a small claim, parties agree to file such claims in the small claims tribunal; and
 - ii. for all other claims, parties agree to the exclusive jurisdiction of the Singapore Courts.
32. **Governing law:** Singapore law will govern all disputes arising out of or relating to these terms of service.

K. Housekeeping matters

- 33. **Notices:** Your notices to us must be sent to sales@info-tech.com.sg. 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.
- 34. **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.
- 35. **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.
- 36. **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.
- 37. **Previous agreements:** Save for the terms set out in our quotation, our terms of service supersedes any previous agreements, promises, assurances, warranties, representations, and understanding between parties, whether written or oral, in relation to our service.
- 38. **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.

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.

39. **Payment instructions:**

- (a) By the 10th day of each month, we will send you a **payment instruction form**. Separate payment instruction forms will be provided for different periods (for example, mid-month, end month, and bonus month) and separate entities (if your organisation consists of multiple corporate entities).
- (b) 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.
- (c) 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:
 - i. Pending unpaid leave.
 - ii. Leave encashment for resigned staff.
 - iii. Any amendments to employee's salary and personal details.
 - iv. Allowances.
 - v. Your bank account details.
 - vi. Employee's bank account details.
 - vii. Value date.
- (d) We will contact you if further information or clarification is needed.
- (e) 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.

40. **Payroll processing:** The following tasks will be completed, within the 5 workings days required for payroll processing, subject to any delay on your end:

- (a) We will generate the payroll for the employees listed in your completed payment instruction form.
- (b) We will generate a **standard payroll report**. We will send the standard payroll report 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.

- (c) Upon your verification of the standard payroll report, you are also required to provide us with the bank value date.
- (d) Once we receive your verification of the standard payroll report and the bank value date, we will generate the following **submission documents**:
 - i. Bank submission normal report (PDF)
 - ii. Bank submission file
 - iii. Salary payment mode report (PDF)
 - iv. CPF summary report (PDF)
 - v. CPF return report (Excel)
 - vi. CPF submission file
- (e) We will send you the submission documents for your verification. It is your responsibility to ensure that the information stated in the submission documents are in line with the standard payroll report and are accurate before submitting the submission documents to the bank.
- (f) Once your employees' salaries have been credited in their bank accounts, we will publish a payslip for each employee on our web portal and mobile app. Your employees will have access to their payslip through their account on our web portal and mobile app.

41. **Ad hoc services:**

- (a) 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):
 - i. Processing resigned employees.
 - ii. Processing employees' salaries that have been missed out in the payment instruction form.
 - iii. Uploading bank file to customer's bank.
 - iv. Updating leave application (for customers who engage us for our outsourced leave service).
 - v. Regenerating bank submission file or CPF submission file due to last-minute changes in employee's salary.
 - vi. Off-cycle payment.
 - vii. Income Tax Submission.
 - viii. Government Paid Leave Scheme (National Service, Maternity, Paternity, Childcare).
- (b) If no further information is required from you, we will attend to such ad hoc requests by the end of the next working day from the time of your request.
- (c) 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.

42. **New features and tools:** 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.