



SLA

HR2000 :: SERVICE LEVEL AGREEMENT (SLA)

Version Date: 20 July 2022

This Service Level Agreement (**SLA**) describes the standard level of service customers can expect from HR2000. This SLA attempts to quantify the levels of service that customer (hereinafter referred to as "**CUSTOMER**") of HR 2000 SDN BHD (hereinafter referred to as "**HR2000**") can expect, and the remedies we offer in case HR2000 fails to provide service at those levels.

HR2000 will carry out our obligations with highest care and skill to ensure customers data safety and application reliability and performance. HR2000 is committed to offering an exceptional level of service to all customers.

This SLA guarantees CUSTOMER's website and/or email service availability, reliability and performance.

1. HR2000 is committed in providing:

- Technical assistance in the event of a glitch; to repair and fully restore in the event data corruption is detected
- E-mail & phone support response time is guaranteed within 60 minutes (exclude peak hours).
- Regular software updates included system stability improvements, bug fixes, new and/or enhanced features, and further improvements to performance
- A highest possible 99.75% uptime for its paid services, excluding scheduled maintenance
- Regularly apply/fix system security vulnerabilities
- Secure HTTPS access, server firewall, server antivirus
- Backup & Redundancy to multiple different locations in Malaysia, namely
 1. Redundancy data protection Using **RAID1**
 2. **ACRONIS Cloud Backup** full server backup located @ Shinjiru
 3. Databases & Files backup located @ HR2000 1st & 2nd site
- In case of HR2000 server hardware failure, HR2000 will execute 4 hour replacement to hardware (such as hard drive, memory, processor, power supply, NIC, motherboard).

2. This SLA does not cover (without limitation):

- network performance at CUSTOMER's physical location or internet access point (such as a local DSL/cable modem)

3. Dedicated Server hosted @ Shinjiru [ISO 9001:2008]

- Dedicated Server: Quad Core Xeon E3 / 32GB RAM / Bandwidth : 1 Gbps
- Server Location : AIMS Kuala Lumpur, Malaysia (Hosting by Shinjiru)
- Windows Server 2019 Standard
- MSSQL Web Edition 2019
- Average 99.75% server uptime
- **Unmetered** bandwidth & disk space for customer account
- Daily automated database backup to multiple locations
- Shinjiru Anti DDOS Protection (refer <https://www.shinjiru.com.my/security/ddos-protection/>)
- Secure **SSL** connection (encrypted data transfer)
- Protected & monitored with UpTimeRobot, RBLmon, Smartermail DDOS & Bruteforce Protection, WinSCP, SQLBackupMaster, Firewall, Antivirus, RAID1, Acronis Cloud Backup
- Software fully managed by HR2000 technicians
- Hardware fully managed by SHINJIRU (hosting) technicians

Note: Shinjiru Anti DDOS Protection Feature:

1 Gbps Protection / Unlimited Amount of Attacks / Website Application Firewall (WAF) / Performance Optimization (CDN) / Network (Layer 3/4) DDoS Protection / Http & Https Layer 7 DDoS Protection / High Availability/Load Balancing / Firewall – HTTPS & PCI Compliant / Multiple Caching Level

4. Trademarks & Copyright

iPayroll.com.my / iLoginHR.com / HRserver.com.my (hereinafter referred to as "SERVICES") are trademarks of HR2000. HR2000's trademarks may not be used in connection with any product or service that is not of HR2000 in any manner that is likely to cause confusion among customers. All trademarks not owned by HR2000 that appear on this WEBSITES are the property of their respective owners. All content included on the site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of HR2000. All software used on this site is the property of HR2000 or its software suppliers and is protected by Malaysian and international copyright laws.

5. Your Account

If you use the SERVICES, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. HR2000 reserves the right to refuse service, terminate accounts or remove or edit content in its sole discretion. You authorize and grant HR2000 the right of processing your data for your usage of the system, include but not limited to reporting and analytics, billing, processing HR procedures, referring new customers and others. During support of your usage, you may need to furnish some information to ease troubleshooting. The data we asked should be relevant to troubleshoot and fix your issue in using the SERVICES.

6. Disclaimer of Warranties and Limited Liability

The service is made available "AS IS" and "AS AVAILABLE". Your use of the Service is entirely at your own risk. In order to use the Service, you must submit accurate salary/wage and payroll information to Service during the enrollment process. Thereafter, you shall timely and accurately update all wage and payroll information as necessary to reflect changes. It is your responsibility to submit complete and accurate information to the Service and to remit the fees due in connection with the Service. It is your responsibility to check that statutory contributions and banking files are calculated accurately.

HR2000 disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, for the service and all accompanying written materials. HR2000 is not liable for damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss arising out of use or inability to use the service.

7. Notification of Changes

HR2000 reserves the right to change the terms of this policy, at our sole discretion, to ensure that it is consistent with our future developments, industry trends, and/or any changes in legal or regulatory requirements. Notices to you regarding any modifications to this policy may be sent to you through email or ordinary mail. Any modifications to our policy will be announced on our website and other important pages. Therefore, it is suggested that you frequently read this declaration.

HR 2000 SDN BHD (475163-M)



Terms

HR2000 :: TERMS & CONDITIONS

Version Date: 20 July 2022

These terms and conditions govern your use of these SERVICES; by using the SERVICES, you accept these terms and conditions in full.

1. Privacy Statement

HR2000 is committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers.

2. Confidentiality & Personal Data Protection Act 2010

HR2000 respects the privacy of individuals with regard to personal data and is committed to protecting the privacy of our users, and strives to provide a safe, secure user experience. Client records are regarded as confidential and therefore will not be divulged to any third party. We will not sell, share, or rent your personal information to any third party.

3. Retention of the data

If you're still actively using the SERVICES, the data shall be kept at a minimum of 7 years according to the law. If you're not using the SERVICES anymore or requests us to remove the data totally, we will clean it and not keeping a copy of your data in our website.

4. Prohibitions

You must not misuse this SERVICES. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this SERVICES.

5. Breaches of these terms and conditions

Without prejudice to HR2000 other rights under these terms and conditions, if you breach these terms and conditions in any way, HR2000 may take such action as HR2000 deems appropriate to deal with the breach, including suspending your access to the SERVICE, prohibiting you from accessing the SERVICES, blocking computers using your IP address from accessing the SERVICES.

6. Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

7. Indemnity

You agree to indemnify, defend and hold harmless HR2000, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use the SERVICES or your breach of the Terms of Service.

8. Notification of Changes

HR2000 reserves the right to change the terms of this policy, at our sole discretion, to ensure that it is consistent with our future developments, industry trends, and/or any changes in legal or regulatory requirements. Notices to you regarding any modifications to this policy may be sent to you through email or ordinary mail. Any modifications to our policy will be announced on our website and other important pages. Therefore, it is suggested that you frequently read this declaration.

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HR2000 :: PERSONAL DATA PROTECTION ACT (PDPA) 2010

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What is PDPA ?

The Personal Data Protection Act 2010 (“PDPA”) is an Act that regulates the processing of personal data in regards to commercial transaction. It was gazette in June 2010. References: <http://www.pdp.gov.my>

How does HR2000 comply with PDPA ?

HR 2000 respects the privacy of individuals with regard to personal data and is committed to protecting the privacy of our users, and strives to provide a safe, secure user experience. This privacy policy is formulated in accordance with the Personal Data Protection Act 2010 (“Act”), which describes how your information is collected and used and your choices with respect to your Personal Data.

1.Information collected

We collect information about users during the registration process for certain parts of our websites/applications; through their participation in certain activities and through the use of cookies. When you request pages from our websites/applications, it automatically collects some information about your preferences, including your IP address. We use this to help diagnose problems with our server, and to administer our site. The user-supplied information collected is not shared with other organizations for commercial purposes.

2. Purpose of Personal Data collected

Personal Data that you provide to us voluntarily on our website and its other related channels will be processed for the following purposes (“Purposes”): to complete transactions with you; to direct market to you; to understand and analyze our sales, and your needs and preferences; to develop, enhance, market and provide products and services to meet your needs; to improve our services; and, to respond to requests or complaints. Although the precise details of the Personal Data collected will vary according to the specific purpose whether via online or otherwise, we may typically collect the following Personal Data from or in relation to you: Name; Address; Phone number(s); Date of birth; Email address; Gender; Identity card number or passport number; Other personal particulars and salary related information.

3. Use and Disclosure

We may disclose your Personal Data to other subsidiaries within our group. These subsidiaries will treat your Personal Data as confidential, in accordance with this Privacy Policy and with all applicable Data Protection legislation and will process such Personal Data only for the Purposes and within the terms set out herein. We are responsible for the Personal Data under our control, including Personal Data disclosed by us to a Vendor (often referred to as the data processor). “Vendor” in this Privacy Policy means in relation to Personal Data any person or entity (other than an employee of HR 2000 SDN BHD) who processes the Personal Data on behalf of us. “Processing”, in relation to Personal Data means for example obtaining, recording, holding or using the Personal Data in carrying out any operation or set of operations on the Personal Data including organization, compilation, retrieval disclosure of the Personal Data for verification Purposes. We take every measure to provide a comparable level of protection for Personal Data should the information be Processed by a Vendor.

4. Storage and Retention of Personal Data

Your Personal Data shall be stored either in hard copies in our offices or stored in servers and operated by us or our service providers. Any Personal Data supplied by you will be retained by our organization as long as necessary for the fulfillment of the purposes stated in (2) above or is required to satisfy legal regulatory, accounting requirements or to protect our interests.

5. Internet Cookies

When you access our websites, we may collect non-personal data (e.g. type of Internet browser and operating system used, domain name of the website from which you came, number of visits, average time spent on the site, pages viewed). When you view our websites, we may store some data on your computer in the form of a “cookie” to automatically recognize your personal computer next time you visit. Cookies can help us in many ways, for example, by allowing us to tailor a website to better match your interests or to store your password to save you having to re-enter it each time. If you do not wish to receive cookies, please configure your Internet browser to erase all cookies from your computer’s hard drive, block all cookies or to receive a warning before a cookie is stored.

6. Third Party Links

We may provide links and references to third party sites (e.g. articles, Malaysian government website links to KWSP, LHDN, PERKESO). We have no control over such third party sites, and you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or materials on or available through such sites or resources, including Third Party Content. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any content, goods or services on or available through any such site or resource.

7. Confidentiality & Security

Personal Data held by us will be kept confidential in accordance with this Privacy Policy pursuant to any applicable law that may from time to time be in force. The websites/applications have security measures in place to protect the loss, misuse and alteration of the information under our control. For the internet, unfortunately, no data transmission over the internet can be guaranteed as completely secure. So while we strive to protect such Personal Data, we cannot ensure or warrant the security of any Personal Data transmitted to us and individuals do so at their own risk. We will take reasonable steps to protect that information from misuse and loss and from unauthorized access, modification or disclosure.

8. Right of Access to Personal Data

Under the Act, you have the right of access to your Personal Data held by us. If you have any questions regarding this Privacy Policy or if you wish to request access to your Personal Data or if you wish to correct your Personal Data or if you wish to withdraw your consent to us for the processing of your Personal Data for the purposes as set out in (2) above or for the transfer of your Personal Data to the parties stated in (3) above, you may send your request in writing to us.

9. Malaysian Governing Law & Compliance with EU General Data Protection Regulation (GDPR)

This policy shall be governed in all respects by the laws of Malaysia.

We reassure our clients that the Malaysian PDPA, along with our SLA and T&C, complies with many of the requirements of the EU GDPR.

10. Notification of Changes

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