

## TERMS AND CONDITIONS OF USE FOR BUSINESSHR SERVICES (INDONESIA)

### 1. Definitions:

“BusinessHR” means PT HRE Berjaya and HR Easily Pte Ltd

“Fees” means the subscription fees due for the Services

“IPR” means intellectual property rights

“We / Our / Ours / Us” refers to BusinessHR and its related corporations and their respective officers, servants or agents whether situated in or outside of Indonesia.

“Services” means the BusinessHR products and services you have applied for or are using, including but not limited to payroll and staffing services, software, products and support provided by BusinessHR, including without limitation mobile applications, web applications and desktop programs.

“Software” refers to any computer software or programs or mobile application software you use for the delivery of the Services including without limitation any part of the BusinessHR website.

“Subscription Period” refers to the applicable renewable periodic length of time you are authorised to use the Services and for which the applicable Fees (if any) have been paid in advance (for example 1 month, 2 months, 6 months, 12 months, 24 months)

“You / Your / Yours” refers to you, your agents and end users of the Services

2. These Terms and Conditions of Use (“**Terms**”) are a contract between you and BusinessHR and govern your use of the Services offered and provided by BusinessHR, our website at [www.businessshr.asia](http://www.businessshr.asia) (including any sub-domains) and any other websites operated by us in conjunction with the Services.
3. By accepting these Terms, by accessing or using the Services or any website operated by us, or by authorising or permitting any agent or end-user to access or use the Services, you agree to be bound by these Terms.
4. If you are entering into these Terms on behalf of a company, organisation or other legal entity, that entity is bound by these Terms and you are representing that you have authority to bind the entity and its affiliates to these Terms.
5. In consideration of the fees paid to BusinessHR, and subject to these Terms you as customer have a non-exclusive, non-transferable subscription to use the Services in accordance with these Terms for 1 Subscription Period and thereafter for further successive Subscription Periods subject to payment of the then current Fees prior to the commencement of each Subscription Period.
6. As part of the Services, we may offer varying subscription modules including but not limited to the following tiers:
  - (a) Basic (freemium package with no Fees payable)
  - (b) Standard (full-featured package)
  - (c) Enterprise (curated or customised package)

We reserve the right to display advertising to customers and end users of any Basic module while accessing the Services. From time to time we may offer variations of the Basic module as part of a promotion or to customers of select partner organisations.

7. Subject to these Terms, BusinessHR grants to you a non-exclusive, non-transferable, limited license to use the Software solely for the purpose of accessing and using the Services in accordance with these Terms during any Subscription Period.

### **General Conditions and Restrictions**

8. Without prejudice to the other provisions of these Terms, the subscription granted is subject to the following conditions:
  - (a) The Services and Software must only be used by you for your own internal business purposes.
  - (b) You have the limited right to use the Services as an online platform to store and process information and communicate with your authorised users.
  - (c) To the extent permitted by law, you shall not decompile, reverse engineer, disassemble or otherwise derive the source code of the Software, nor permit any third party to do so, nor alter or modify the Software without the written consent of BusinessHR.
  - (d) The subscription to use the Services or the Software may not be transferred to any third party without the prior written consent of BusinessHR and will be subject to a third party entering into an agreement with BusinessHR to do so.
  - (e) You are responsible for compliance with the provisions of these Terms by your agents and authorised users and for any and all activities that occur under your account.
  - (f) You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to or access the Services and Software. You are responsible for ensuring that any such equipment is compatible with the Services and Software.
  - (g) You and your authorised users are solely responsible for maintaining the confidentiality of all login credentials for your account.
  - (h) You shall comply with any codes of conduct, policies, guidelines or other notices implemented by BusinessHR or published on our website from time to time in connection with the Services.
  - (i) In accessing the Service, you shall not impersonate any other person or entity, including without limitation any representative of BusinessHR.
9. You as customer agree that you will:
  - (a) ensure that your authorised users use the Services and the Software in accordance with these terms;
  - (b) provide true, accurate and complete information as required by BusinessHR;
  - (c) provide to BusinessHR promptly on request such information and documents as we reasonably require for the provision of the Services;
  - (d) indemnify BusinessHR, keep BusinessHR indemnified and hold BusinessHR harmless from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by BusinessHR or a third party caused by, or in any way connected with your use of the Software or Service, or the unauthorised use of the Software or Services by any third party engaged by the you, whether through a breach of these Terms or any other negligent or wilful act.
10. When a customer gives an authorised user (such as an employee) access to the Services, this will generate a link for the authorised user to set up an individual BusinessHR account with a unique login portal. Upon logging in for the

first time, each user will be separately prompted to agree to these Terms. Following termination or cancellation of your subscription to the Services or upon termination by you of any authorised user's employment or access to the Services, unless directed otherwise by the authorised user we reserve the right to maintain any user's access to their personal data or documents, their portal and their account; and if applicable, to transfer such individual accounts to receive documents from other BusinessHR customers (for example if a user becomes employed by another employer using BusinessHR Services).

11. From time to time the Services may link to third party products, applications, websites or services ("**Third Party Services**"). If you decide to access or enable Third Party Services, your access and use of such Third Party Services is governed solely by the terms and conditions of such Third Party Services. This includes external services for processing payment.
12. BusinessHR makes no representation as to any aspect of Third Party Services and accepts no responsibility for and is not liable for any loss or damage incurred by you or your authorised users in accessing Third Party Services.
13. You may be required to register or log into Third Party Services. By enabling the use of Third Party Services you are expressly permitting us to disclose your account credentials as well as any necessary content to facilitate the use of such Third Party Services.
14. In addition to any termination rights expressly arising under these terms, BusinessHR reserves the right, in its reasonable discretion, to temporarily or permanently suspend your access to the Services:
  - (a) during planned downtime for upgrades and maintenance to the Services;
  - (b) due to any unavailability of the Services caused by events outside the control of BusinessHR (such as, without limitation, technical failures outside our control, Acts of God, civil unrest, terrorism, vandalism, natural disaster, denial of service attacks, acts of government, unavailability of energy sources or acts of third parties);
  - (c) for any misuse of the Services or the Software by you, your agents or end users, including if we detect any malicious software connected with your account.

## **Content**

15. You understand and acknowledge that we have no obligation to monitor the content posted or transmitted from your account and you bear sole responsibility for your content.
16. You are solely responsible for complying with all laws and legal obligations associated with your content including but not limited to any IPR.
17. By posting any content through the Software, you grant BusinessHR an irrevocable license to use, monitor, modify, reproduce, distribute or publish that content as necessary to provide the Services and maintain the Software.
18. You agree not to use the Services or Software:
  - (a) to display, upload or promote obscene, indecent, pornographic or sexually explicit activities or content;

- (b) to promote abusive, threatening, hateful, harmful, harassing, libelous or violent behaviour;
- (c) to promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (d) to promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (e) to promote illegal activities or violate applicable laws;
- (f) to violate the intellectual property rights of third parties;
- (g) in a manner that has the potential to interfere with the use, enjoyment, deployment or operation of the Services by others;
- (h) to post, store or transmit any content that violates any law, contract or fiduciary relationship; contains software viruses or any other computer code, file or program designed to interrupt, destroy or limit the functionality of computer software, hardware or electronic device; poses or creates a privacy or security risk to any person; constitutes unsolicited or unauthorised advertising or promotional materials or is otherwise objectionable in BusinessHR's sole judgment;
- (i) to harvest or solicit personal data, information or metadata for the purpose of sending unsolicited communications for commercial purposes; or
- (j) to modify, adapt or hack the Services or Software or to otherwise attempt to gain unauthorised access to the Software or its related systems, networks or websites.

19. BusinessHR reserves the right to refuse to transmit or to remove any information or material, in whole or part, what in our sole discretion we deem to be unacceptable, undesirable, inappropriate or in violation of these Terms.

### **Intellectual property**

20. All IPR in the Software and Services supplied by BusinessHR to you from time to time, including all marks, trade secrets, copyright, patent rights, ideas and any other IPR in relation thereto, are owned by BusinessHR or its related bodies corporate.

21. You agree not to do any of the following:

- (a) copy the source code of the Software or its content;
- (b) translate the Software or the Services or its content;
- (c) reverse engineer (or make any attempt to discover the source code of the Software), disassemble, modify, decompile, alter, duplicate, or make copies of the Software or any BusinessHR website; or
- (d) access the Software by any means other than through the interface that is provided by BusinessHR for use in accessing the Services.

22. Personally identifiable data collected by BusinessHR in the course of providing the Services shall be used by BusinessHR in accordance with the then-current Privacy Policy and in accordance with applicable legislation.

23. You acknowledge that no title to the IPR in the Services transfers to you as a result of your subscription or license to use the Services.

### **Payment of Fees**

24. In accessing and using the Services, you may be required to select a payment plan and provide us with information regarding your credit card,

direct debit, GIRO or other payment instruments. You represent and warrant that such information is true and that you are authorised to use the payment instrument.

25. Monthly or other periodic Fees for the use of the Services may be updated or adjusted from time and may vary according to your payment plan or module type.
26. The methods of payment for Fees may be interbank GIRO, automatic bank debit or Stripe payment processing services. We reserve the right to offer direct credit card payments as an option at any time in our discretion.
27. Payment processing services are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to these Terms or continuing to operate the Services, if you elect to process payments via Stripe, you agree to be bound by the Stripe Services Agreement as may be modified by Stripe from time to time. As a condition of BusinessHR enabling payment processing services through Stripe, you agree to provide BusinessHR accurate and complete information about you and your business, and you authorise us to share it and transaction information related to your use of the payment processing services provided by Stripe.
28. BusinessHR does not store or access any credit card information. Any credit card details entered onto a website operated by us for payment of Fees are provided directly to and securely stored by BusinessHR's nominated third party payment gateway provider. By providing your credit card details you consent to this disclosure and acknowledge that you will indemnify and hold harmless BusinessHR for any misuse or misappropriation of your or any authorised user's credit card details.
29. You agree to promptly update your billing information with any changes that may occur (for example billing addresses or card expiry dates).
30. You agree to pay BusinessHR the amount of Fees in accordance with the payment plan you choose for the subscription to the Services. You authorise BusinessHR to bill your payment instrument in advance on a periodic basis in accordance with your payment plan until your subscription to the Services is terminated in accordance with these Terms.
31. If you dispute any Fees or charges billed to your payment instrument, you must advise us within sixty (60) days of the date that we bill your payment instrument.
32. As you add more users to the Software resulting in an alteration of your Fees, we will automatically detect this addition and charge or debit your account for any increase of Fees. This may be done retrospectively.
33. We reserve the right to charge separately for information retrieval and/or for cloud data storage at reasonable rates.

#### **Disclaimer of Warranties**

34. The Services are provided "as is" and "as available" without warranty of any kind, either express or implied.

35. Without limiting the foregoing, to the extent permitted under law, BusinessHR expressly disclaims and all warranties, including but not limited to:
- (a) any warranties concerning the availability, accuracy, security, usefulness, interoperability or content of the Services; and
  - (b) any warranties of non-infringement, title, merchantability or fitness for purpose.
36. This disclaimer applies to all damages or injury caused by the Services, including without limitation as a result of any failure of performance, error, omission, interruption, deletion, defect, delay or error in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of or use of the Services.

### **Limitation of Liability**

37. In no event shall BusinessHR, its officers, directors, employees, advisors, holding companies, subsidiaries, affiliates, agents, successors or assigns, be liable to any person:
- (a) for any indirect, special, punitive, incidental or consequential damages (including without limitation, damages for loss of business profits, business interruption, loss of programs or information) in any way arising out of the delivery, performance, or use of the Services, even if BusinessHR has been advised of the possibility of such damages; or
  - (b) for any claim attributable to errors, omissions, or other inaccuracies in, or destructive properties of the service, or any other software of other content.
38. In the event the exclusion of implied warranties is not permitted by law, BusinessHR's liability shall be limited to the fullest extent permitted by law.
39. Without limiting the foregoing, you agree and acknowledge that BusinessHR's total liability will not exceed the total of the Fees paid (if any) by you for your subscription during the 12-month period immediately preceding the alleged claim or cause of action.

### **Termination**

40. Either BusinessHR or you may terminate these Terms and your subscription to the Services as of the end of your then-current Subscription Period upon written notice to the other, on or prior to the date thirty (30) days preceding the end of such Subscription Period. Basic module subscriptions may be terminated by you at any time, or by us with thirty (30) days' notice.
41. Unless your subscription to the Services is terminated in accordance with the preceding paragraph or as otherwise agreed in writing, your subscription will renew for a Subscription Period equivalent in length to the then-expiring Subscription Period. If available, you authorise us to re-process any applicable payment instruments for the renewed Subscription Period.
42. Unless otherwise agreed in writing, the Fees applicable to your subscription for any such subsequent Subscription Period shall be BusinessHR's standard.

Fees for the Services to which you have subscribed as of the time such subsequent Subscription Period commences.

43. No refunds or credits for Fees or payments will be provided to you if you elect to terminate your subscription to the Services prior to the end of your then-effective Subscription Period.
44. Following the termination or cancellation of your subscription to the Services, BusinessHR reserves the right to delete in the normal course of operation all content and information you or your authorised users have uploaded to or caused to be entered into the Services or Software. Any such content or information cannot be recovered once your subscription is cancelled.
45. If you terminate your subscription to the Services prior to the end of your then-effective Subscription Period, or we effect such termination or cancellation under these Terms, in addition to other amounts you may owe BusinessHR, you must immediately pay any then-unpaid Fees associated with the remainder of such Subscription Period.
46. Such Fees will not be payable by you in the event you terminate your subscription to the Services or cancel your account as a result of a material breach of these Terms by BusinessHR, provided you provide advanced notice of such breach to BusinessHR and afford us not less than thirty (30) days to reasonably cure such breach.
47. If we reasonably believe that you or your authorised users have violated these Terms, we may in our sole discretion, terminate, discontinue or modify the Services or your use of the Services, permanently or temporarily. BusinessHR is not liable to you or any third party for any such modification, suspension or discontinuance of your rights to access and use the Services.
48. Upon termination of your subscription to the Services, you will immediately cease all use of the Services. Your right and license to use the Software and the Services shall immediately cease upon termination.
49. Upon termination, BusinessHR shall have no obligation to forward any content in your account or any messages or information to you, your authorised users or any third party.
50. Except as otherwise expressly provided in these Terms, all accrued rights to payment and paragraphs of these Terms which by their nature should survive termination will survive termination, including, without limitation, restrictions on the use of the Services, payment obligations for Fees or amounts owed, indemnities, warranty disclaimers and limitations of liability.
51. In the event of breach of these Terms by you, we reserve our right to all available remedies in contract, law or equity.

### **Calculations**

52. From time to time the Services may provide automated calculations of figures, sums or numbers.
53. You acknowledge that you rely on the automated calculations conducted in

the Services entirely at your own risk and will not hold BusinessHR liable for any calculation or computation errors.

## **Templates**

54. As part of the Services, you or your users may be offered templates for contracts, forms and other business documents.
55. By using such a template you acknowledge that:
  - (a) BusinessHR takes no responsibility for any errors, omissions or mistakes in the template;
  - (b) you are relying on the template entirely at your own risk;
  - (c) you will need to edit the template before use;
  - (d) it is your responsibility to ensure that any letter of offer or contract of employment created by you complies with any applicable legislation governing employment in your jurisdiction;
  - (e) we do not provide legal advice, opinions and recommendations;
  - (f) BusinessHR recommends that you should seek independent professional legal advice before using the template; and
  - (g) you should not rely on the information contained in the template as a substitute to legal advice.

## **Promotions to UOB customers**

56. From time to time, promotional prices may be offered to customers of UOB Bank. If you cease being a customer of UOB Bank, you will no longer have access to such promotional packages or promotional prices.

## **General**

57. We will make every available effort to keep the Services operational 24 hours a day, 7 days a week. There will be periods of downtime for maintenance and upgrades, and sometimes, for reasons that we did not plan. We will attempt to provide at least 24 hours of notice for scheduled maintenance or downtime, but some downtime may be unscheduled and beyond our control.
  58. These Terms constitute the entire agreement between us regarding the Services and shall prevail over any terms and conditions you or any company, business or organisation you represent provides.
  59. Notwithstanding the foregoing, additional terms may apply to certain features of the Services. Such additional terms will be considered incorporated into these Terms when you activate the feature.
  60. The BusinessHR Privacy Policy (both for Individuals and Non-Individuals) forms part of these Terms.
  61. BusinessHR may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will notify you via our website, the Software or your account no less than seven (7) days prior to the effective date of such amendment. Your continued use of the Services following the effective date of any such amendment may be relied upon by BusinessHR as your consent to the amendment.
  62. If any part of these Terms is held invalid or unenforceable, that portion shall
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be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. If such portion cannot be so construed, it shall be severed from these Terms without affecting the validity or enforceability of any other provisions of these Terms.

63. You may not assign the agreement to these Terms without our prior consent. BusinessHR may transfer, assign, sub-license or pledge, in any manner whatsoever, any of its rights and obligations under these Terms to a subsidiary, affiliate, successor, or to any third party whatsoever without notifying you or receiving your consent.
64. Any waiver (express or implied) by BusinessHR of any breach of these Terms shall not constitute a waiver of another or subsequent breach. No provision of these Terms may be waived except with the express written consent of BusinessHR.
65. These Terms shall be governed by the laws of the Republic of Indonesia. The parties submit to the exclusive jurisdiction of the courts of Indonesia.