SAAS Terms and Conditions

Rymnet Solutions Sdn Bhd: Rymbee's Cloud HRMS Software Subscription

Service Agreement

A. Rymnet Solutions Sdn Bhd, "The Service Provider" is the provider of the services outlined in your Sales Order (the Services).
B. The Service Provider has agreed to provide the Services to the Customer in accordance with your Sales Order and this agreement.
C. The Customer by subscribing to the Service has agreed to the following terms and conditions governing the use of the Service.
D. The Service Provider reserves the right to change these terms at any time in the absence of any other agreement in writing between the Customer and the Service Provider. Any change shall become effective upon a notification via the Service or via an email address you have registered with Rymbee on the Sales Order Form or an email address that you have subsequently provided to the Service Provider. It is your obligation to ensure that you have read, understood, and agree to any changes in the terms if notified.

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

Agreement means a contract between the parties incorporating the Sales Order Form, these Terms and Conditions, Rymbee Support SLA and Rymbee Acceptable User Policy and any amendments to that contract from time to time.

Confidential Information includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally, including the, that is marked confidential or should have been reasonably understood by the disclosing party to be confidential, but does not include information which is, or becomes, publicly available other than through unauthorized disclosure by the other party.

Consequential loss means any loss or damage which, although in the contemplation of the parties at the time they entered into this Agreement, is not a loss or damage which may fairly and reasonably be considered to arise naturally (that is, in the usual course of things) from the breach or other act or omissions (including loss of contract, business opportunity, profit or anticipated profit, or any other loss of a similar nature).

Customer means the named party on the Sales Order and their respective Employees.

Customer Data means any data and materials inputted by the Customer into the Software or stored by the Service or generated by the Service as a result of the Customer's use of the Service.

Data Breach means any unauthorised access to, use or disclosure of Personal Information held by or on behalf of the Customer.

Fees means those fees payable to the Service Provider as set out in the Sales Order or corresponding to the services selected subsequently by the Customer and pursuant to clause 4 of this agreement.

Force Majeure Event means an event or series of related events that is outside the reasonable control of either party and without the fault or negligence of either party and which by the exercise of reasonable diligence either party was unable to prevent (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

Go Live Date means the date you request for the Service specified in the Sales Order Form to be available to you and the effective date for invoicing of the Fees.

SST means any Sales and Services Tax imposed under any applicable legislation or regulation

Modules means optional software modules that the Customer may add to or delete from their main subscription during the term of this Agreement.

Party or parties means a party or parties to this Agreement, its successors and assigns or any person acting on behalf of and with the authority of the parties to this Agreement.

Privacy Law means any requirement under law, industry code or policy relating to the handling of Personal Information.

Sales Order means any document, that records the Services and the fees purchased by the Customer.

System means the software system that is set up for the Customer that includes Service set out in the Sales Order and based on the terms and conditions of this agreement. (as may be changed or updated from time to time by The Service Provider via the Service).

Support Services means support in relation to the use of, and the identification and resolution of errors in, the Service, but shall not include the provision of training services.

Schedules means each of the schedules annexed to this agreement.

Services means the software and support services as set out in Sales Order.

3. The Services

3.1 Terms of Engagement

(a) The Customer appoints the Service Provider as its provider of the Services, and the Service Provider accepts the appointment and agrees to provide the Services to the Customer, in accordance with the terms and conditions of this Agreement.

(b) The Service Provider hereby grants the Customer a non-transferable, non-exclusive License to use the Service by means of a Supported Web Browser from any computer or mobile device during the Term.

(c) The Customer will provide the Service Provider with such information, resources, and authorities that the Service Provider reasonably requires to carry out the Services.

3.2 Provision of the Services by the Service Provider

The Service Provider agrees to provide Services to the Customer as set out in the Sales Order and in accordance with:

(a) the terms of this Agreement; and

(b) the Service Standards (as set out in Schedule 1);

3.3 Service Provider Warranties

The Service Provider warrants to the Customer that, in connection with the provision of the Services:

(a) It is legally able to enter into this Agreement;

(b) It will comply with all applicable laws;

(c) It will use reasonable skill and diligence;

(d) The use of the Software and any documentation in accordance with this agreement will not result in a breach of any law or mandatory code of conduct;

(e) the provision of the Software and the Services to the Customer and the use of any documentation by the Customer, will not:

(i) infringe any person's rights (including Intellectual Property Rights); or

(ii) constitute a misuse of any person's Confidential Information.

(f) It will adhere to best practice policies and procedures to prevent data loss, including a system data back-up regime.

(g) It will enforce a business continuity plan that includes, but not limited to testing, accountability and corrective action designed to be promptly implemented and ensure a disaster recovery approach is captured in a clear disaster recovery procedure as required in the delivery of the services with the following frequency of Data Back-Up: -

    a) Thirty-five (35) days Point in Time Restore (Active Back Up);
    b) Monthly Back Up with twelve (12) months back up retention; and
    c) Annual Back Up with seven (7) years retention.

3.4 Customer Warranties

The Customer warrants to the Service Provider that, in connection with the provision of the Services:

(a) It will comply with Schedule 2 (Acceptable Use Policy) and will ensure that all persons using the Service with its authority or by means of an Account will comply with Schedule 2 (Acceptable Use Policy).

(b) It is responsible for obtaining and maintaining all equipment, computer hardware and software and all telecommunications services required by it to access and use the Services and will ensure that all such equipment and services comply with the technical specifications provided by the Service Provider.

(c) It will take all reasonable precautions to ensure the security of access to the Services and must not, under any circumstances, allow any third party or any person other than an Authorised User to access or use the Services for any purpose without the prior written consent of the Service Provider.

(d) It agrees to inform the Service Provider immediately if it becomes aware of any unauthorised use of the Services by any person.

(e) It will not use the services in any way that will contravene any legal or regulatory provision including any provision resulting from an international agreement applicable to them.

4. Fees

4.1 Payment of Fees

In return for the provision of the Services by the Service Provider in accordance with clause 4.2 of this agreement, the Customer agrees to pay the Fees as set out in the Sales Order and any fees for Modules activated by the Customer during the term that are additional to the original Sales Order.

4.2 Invoicing

The Fees shall be invoiced to the Customer in advance for each billing period for the amount and frequency as set out in the Sales Order or as subsequently subscribed for unless otherwise stated. Modules activated with usage charges will be invoiced in arrears.   The Fees are exclusive of SST and similar taxes. The Service Provider invoices will be generated electronically and transmitted by email. Payment is by bank transfer to the Service's Provider's (bank details will be provided). The Service Provider may enter into alternative payment conditions by mutual agreement.

4.3 New Services Costs

If during the term the product mix of the Services is amended by agreement between the parties, and the provision of any agreed new Services to the Customer will incur a third party or additional cost, the Service Provider will provide the Customer with notice if any of these third party or additional costs (and the amount of such costs) are to be passed on to the Customer.

4.4 SST

(a) Despite the definition of consideration in the SST law, and unless otherwise expressly stated in this Agreement, prices or other sums payable or consideration to be provided under or in accordance with this Agreement are exclusive of SST.

(b) If a party makes a taxable supply under or in connection with this Agreement, the other party must pay to the supplier at the same time, and in addition to the SST-exclusive consideration, an amount equal to the SST payable on that supply.

(c) The supplier must, as a precondition to the payment of SST under clause 4.6(b), give the other party a tax invoice.

(d) If an adjustment event arises in connection with a supply made under this Agreement, the supplier must give the other party an adjustment note in accordance with the SST law.

(e) If this Agreement requires one party to pay for, reimburse or contribute to any expense, loss or outgoing suffered or incurred by the other party, the amount required to be paid, reimbursed or contributed by the first party will be reduced by the amount of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense.

4.5 Withholding tax

The Customer shall be responsible if a law requires the Customer to deduct an amount in respect of Taxes from a payment under this Agreement, to:

(a) pay a net amount to the Service Provider that the Service Provider would have received if the Tax had not been imposed; and

(b) pay an amount equal to the amount deducted to the relevant Government Agency in accordance with the applicable law.

4.6 Absence of Agreement

In the absence for any other agreement in writing between the Customer and the Service Provider, the Service Provider may elect to vary any element of the Fees by giving you notice of the variation via the Service or via an email address that you have registered with the Service Provider.

5. Availability of the Services

5.1 Enhancements, Updates, New Releases

The Service Provide may, in its sole discretion, make enhancements, updates or new releases of the Software available through the Service from time to time in order to enhance or improve the functionality or operation of the service or comply with legislative and statutory requirements.

5.2 Downtime

The Service Provider will use its best endeavours to maintain the reliability and efficiency of the Services subject to unscheduled interruptions to the availability of the Services due to factors beyond the control of the Service Provider - including any actions by the Customer or third parties, including telecommunications providers.

The Customer will communicate any difficulties encountered with the Services to the Service Provider as soon as is reasonably practicable following detection.

6. Breach and termination of this agreement

6.1 How a party breaches this agreement

A party breaches this agreement if:

(a) the party fails to comply with any term of this agreement (including each of the attached Schedules);

(b) the party, being an individual, becomes bankrupt or commits an act of bankruptcy or brings his or her estate within the operation of any law relating to bankruptcy;

(c) the party is a corporation and:

(i) the corporation is wound up; or

(ii) an administrator, a receiver, a manager or an inspector is appointed in respect of the party; or

(d) the interest of the party under this agreement is attached to or taken in any legal process.

6.2 Termination for cause

If a party breaches this agreement under clause 6.1 and, within 30 Business Days after the other party serves a written notice on the breaching party:

(a) the breach is not remedied if it is capable of being remedied; or

(b) the breaching party does not compensate the other party in accordance with this agreement or to the other party's reasonable satisfaction if the breach is not capable of being remedied,

this agreement may be terminated by written notice from the other party to the breaching party at any time up to the breach being remedied or compensation reasonably acceptable to the other party being paid.

6.3 The Service Provider's right to terminate for convenience

a) If the Customer has not paid a correctly rendered invoice in respect of a Fee within thirty (30) business days after the due date for payment and has not by that time notified the Service Provider that it disputes that invoice by setting out in writing the reasons why the Customer considers that the invoice is not correctly rendered and identifying any amounts which are in dispute, the Service Provider may issue a notice to the Customer advising that:

i) Payment is overdue; and

ii) The Service Provider will terminate the Services if payment is not received within thirty (30) business days of the Customer receiving that notice

b) If having received a notice under Clause 6.3(a) the Customer fails to pay or dispute the invoice within thirty (30) business days after receipt of that notice. The Service Provider may terminate the applicable part of the Services to which the non-payment relates.

6.4 Preservation of rights

Termination of this Agreement for any reason does not extinguish or otherwise affect any rights or remedies of either party which arose prior to the time of termination, or the provisions of this Agreement which by their nature survive termination.

7. Dispute Resolution

7.1 Dispute Resolution Process

If a dispute arises under this agreement, either party may at any time give written notice to the other, requesting that a meeting take place to seek to resolve the dispute.

Nominated representatives of the parties must meet within five (5) Business Days of the notice and endeavour to resolve the dispute in good faith. If such meeting does not take place after five (5) Business Days, or the dispute is not resolved, the matter will be referred to Mediation within five (5) Business Days and a Mediator appointed in accordance with clause 7.2 and 7.3.

7.2 Mediation

The parties must take the steps set out in this clause 7, before either may commence court proceedings other than an interlocutory application.

7.3 Rules

If the parties agree to refer a dispute to mediate the mediation will be administered by the Malaysian Mediation Centre ("MMC") and will be conducted in accordance with the MMC Mediation Guidelines which set out the procedures to be adopted.

(a) if the mediation has not commenced within thirty (30) days, or the dispute remains unresolved thirty (30) days after the appointment of the Mediator, either party may pursue its rights at law;

(b) During a dispute, each party must continue to perform its obligations under this Agreement.

(c) This clause 7 does not restrict or limit the right of either party to terminate this Agreement where this Agreement provides such right.

7.4 Costs

Each party must bear its own costs in connection with the mediation, and must share the fees and expenses of the Mediator and mediation process equally, including any fees and expenses associated with the appointment of the Mediator.

8. Indemnity

Each Party (the "Indemnifying Party") hereby agrees to indemnify the other party against all claims, actions, demands, costs, damage and loss arising from a third-party claim arising in connection with this Agreement from the Indemnifying Party's negligence or willful wrongful act or omission or breach of this Agreement.

9. Limitation of Liability

(a) Subject to clause 9(e) (No limitation):

(b) neither party will be liable to the other party under or in respect of this Agreement for any Consequential Loss arising from negligence or breach of contract or events beyond their control except for the proportion of liability that either party has at law in the absence of this Agreement;

(c) the aggregate liability of the Customer to The Service Provider under or in respect of this Agreement whether in contract, tort (including negligence), statute or any other cause of action (other than the obligation to pay Fees) is limited to the fees due for the balance of the subscription period invoiced by the Service Provider; and

(d) the aggregate liability of Service Provider to the Customer under or in respect of this Agreement whether in contract, tort (including negligence), statute or any other cause of action is limited to fees paid or payable for one (1) year software subscription fees.

(e) Nothing in this Agreement operates to limit or exclude:

   (i) liability that cannot be limited or excluded by law; and

   (ii) Service Provider's liability resulting from its fraudulent or unlawful act or omission.

(f) Any amount claimed pursuant to the indemnity in clause 8 of this Agreement will be reduced proportionally to the extent any loss, damage, liability, claim or expense is directly caused, or contributed to, by the negligence of the Party in breach.

10. Force Majeure

Neither party will be liable to the other for delay or failure to perform its obligations under this Agreement if such delay or failure is caused by a Force Majeure Event.

11. Notices

11.1 Requirement for writing and signature

A notice, consent, approval request or demand made or required by this Agreement must be

(a) in writing; and

(b) signed by:

(i) the party giving the notice or that party's solicitor; or

(ii) any other person nominated by the party giving the notice as being able to sign notices.

11.2 Serving notices

(a) The Service Provider may only serve a notice on the Customer by:

(i) delivering it by hand; or

(ii) Sending it by registered or pre-paid post, to the address in the Information table (as updated from time to time by Customer) or to the Customer's registered address

(iii) Sending by email to the email address in the information table (as updated from time to time by Customer)

(b) The Customer may only serve a notice on the Service Provider by:

(i) delivering it by hand; or

(ii) sending it by registered post or prepaid to the address in the Information table (as updated from time to time by the Service Provider) or to the Service Provider registered address.

(iii) Sending by email to the email address in the information table (as updated from time to time by Service Provider)

(c) The Service Provider and the Customer may only update an address for the service of notices under this agreement by notice to the other parties to this agreement.

11.3 When effective

A notice or communication will take effect:

(a) if given personally - on the day the communication is given provided the notice or communication is given by 4.00pm on that day or, if given after 4.00pm, the notice or communication will take effect from the next Business Day; or

(b) if posted – four (4) Business Days after the notice or communication is sent.

(c) If emailed – at the time of transmission as shown in the email trace log.

12. General Provisions

12.1 Intellectual Property

(a) The Service Provider warrants that it owns all applicable rights, title and interest in and to all Intellectual Property Rights embodied in or associated with the Services (including but not limited to any images, photographs, animations, video, audio, music and text incorporated into the Services and any accompanying published materials) ("Materials") or has procured and grants to the Customer an irrevocable and assignable royalty-free license to use the Materials for the purposes of the Customer's use of the Services.

(b) The Service Provider indemnifies the Customer against any Materials provided by the Service Provider infringing on any patent, copyright, registered design, trademark or name, or other protected right.

(c) The Customer agrees and acknowledges that nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from the Service Provider to the Customer.

(d) The Service Provider agrees and acknowledges that the Customer owns the Customer Data and all Intellectual Property Rights in the Customer Data

12.2 Acknowledgments

a) The Customer acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this Agreement, the Service Provider gives no warranty or representation that the Service will be wholly free from defects, errors and bugs. Among other things, the operation and availability of the systems used for accessing the Software, including computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the

Software. The Service Provider or its suppliers are not in any way responsible for any such interference or prevention of your access or use of the Services.

b) The Customer acknowledge that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this agreement, The Service Provider will take reasonable steps to ensure that the Services will be secure.

c) The Customer acknowledges that it is the Customer's sole responsibility to determine that the Software and Services meets the needs of its business.

d) The Customer acknowledges the Software and Services do not of themselves constitute, and are no substitute for, the Customer's own identification of, and compliance with, applicable laws and regulations in your jurisdiction.

e) The Service Provider does not provide any warranty regarding the ability of the Software or the Service to ensure your compliance with all applicable laws and regulations in your jurisdiction

f) The Customer acknowledge that the Service Provider does not purport to provide any legal, taxation or accountancy advice by providing the Services under this Agreement.

12.3 Interpretation

In this agreement, unless the contrary intention appears:

(a) headings are for ease of reference and do not affect the meaning of this agreement;

(b) the singular includes the plural and vice versa and a gender includes another gender;

(c) other grammatical forms of defined words have corresponding meanings;

(d) a reference to:

(i) the Information table; or

(ii) a clause, paragraph, schedule, or annexure, is to:

(iii) the Information table, in;

(iv) a clause or paragraph of; or

(v) a schedule or annexure to, this agreement;

(e) a reference to this agreement includes the Information table and any other schedule or annexure;

(f) a reference to this agreement or any other document includes a reference to it as novated, altered or replaced;

(g) a reference to a party includes a reference to that party's executors, administrators, successors and permitted assigns;

(h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(i) an agreement, representation or warranty in favour of two or more persons is in favour of them jointly and severally;

(j) an agreement, representation or warranty made by two or more persons binds them jointly and severally;

(k) including (in any form) or such as when introducing a list of items does not limit the meaning of the word to which the list relates to those items or to items of a similar kind; and

(l) no provision of this agreement will be construed adversely to a party because that party was responsible for the preparation of this Agreement or that provision

12.4 Confidentiality

The parties to this agreement must keep the terms of this agreement confidential and must ensure that their officers and employees keep the terms of this agreement confidential, save for any necessary disclosure to their respective legal and financial advisers and any disclosure required for a purpose related to this agreement or the performance of the rights or obligations of any party to it, or by law.

12.5 Privacy

If, as a result of this agreement, the Service Provider is able to access any Personal Information about an individual held by or on behalf of the Customer, then the Service Provider:

a) must comply with all applicable Privacy Laws and such other data protection laws as may be in force from time to time which regulate the handling of Personal Information, as if it were regulated by these laws;

b) must comply with any privacy codes, policies, procedures and guidelines established and advised by Customer to be applicable to the Service Provider (copies available on request) or act in accordance with the Personal Data Protection Act 2010 relating to the handling of Personal Information;

c) must comply with any reasonable direction of the Customer, the relevant Privacy Commissioner (as the case may be) to provide the Customer, the Privacy Commissioner access to the Service Provider's premises, personnel, records or information for the purpose of the Customer, the Privacy Commissioner monitoring the Service Provider's compliance with this clause;

d) must ensure that any record containing Personal Information provided to the Service Provider by the Customer or any other person pursuant to this Agreement is, at the expiration or earlier termination of this

agreement, at the Customer's election either returned to the Customer or deleted or destroyed (but the service Provider may retain any such record if it is required to do so by law).

g) If the Service Provider becomes aware of any act or practice which is an actual or potential breach of its obligations under the Privacy Laws, or a Data Breach, or any complaint in relation to Personal Information, the Service Provider must:

a. notify the Customer immediately; and

b. comply with any reasonable direction or request for information from, and provide all reasonable assistance to, the Customer or relevant Privacy Commissioner with respect to:

(i) investigating that act or practice;

(ii) remedying that breach or potential breach;

(iii) developing and implementing any rectification and preventative measures required by the Customer or the relevant Privacy Commissioner; or

(iv) resolving that complaint.

12.6 Relationship of parties

The parties agree that the relationship between the parties is one of independent contractor. Nothing in this Agreement will be interpreted as creating the relationship of employer and employee, master and servant or principal and agent or a partnership between the parties.

12.7 Entire Agreement

This agreement, including each of the attached Schedules and their contents, and the Items and Background, constitutes the entire agreement between the parties in respect of its subject matter, and supersedes all prior agreements representations negotiations and correspondence.

12.9 Legal Costs

Each party will bear their own legal costs and expenses in connection with the preparation, negotiation, execution and completion of this agreement.

12.10 Severability

If any provision of this agreement is held to be invalid or unenforceable in any way, the remaining provisions will not be affected and this agreement will be interpreted so as to most nearly give effect to the intentions of the parties as it was originally signed.

12.11 No waiver

It is not a waiver of a breach of this agreement or of a party's rights under this agreement if that party:

(a) does not exercise or partly exercises or delays exercising a right;

(b) gives a concession to the other party or accepts a late payment; or

(c) attempts to mitigate its loss.

12.12 Modification

The provisions of this agreement may only be changed by written agreement between the parties.

12.13 Governing law

This Agreement shall be governed and construed in accordance with the laws of Malaysia. All disputes, claims or proceedings between the Parties relating to the validity, construction and/or performance of this Agreement shall be subject to the exclusive jurisdiction of the Malaysian Courts to which the Parties hereto irrevocably submit.

12.14 Counterparts

This agreement may be entered into by the exchange of executed counterparts, which together comprise a fully executed agreement.

Schedule 1 – The Service Standards

Support Response Times

Coverage Window: The Service Provider's Coverage Window is 0900 to 1700 – during this time and outside of this time the Service Provider will respond to issues submitted to Rymbee Customer Support (through phone and email) based on the Priority definitions and Response Times defined below.

> **High** - The production use of the System is stopped or so severely impacted that the Customer is unable to reasonably continue work. The Service Provider will begin work on the error within one hour of notification and will engage development staff to achieve an acceptable work around solution within **24 hours from time of notification**.
>
> **Medium** - Important features of the System are unavailable with no acceptable workaround. The production use of the System is continuing but not stopped. However, there is a serious impact on the Customer's productivity and/or service levels. The Service Provider will begin work on the error

within 24 hours of notification and will engage development staff to achieve an acceptable work around solution within **five (5) working days from time of notification**.

Low - The Customer requests for an enhancement, product information or documentation clarification regarding the System but there is no immediate impact to the operation of the System. The implementation or production use of the System is continuing and there is no work being impeded at the time. The Service Provider will provide an initial response regarding the requested information or documentation clarification within **seven (7) working days of notification** and will consider enhancements for inclusion in a subsequent product update.

Uptime Service level requirements

The Service Provider undertakes that the hosted environment and network will be available to be accessed by the Customer at least 99.95% (Uptime) of each full calendar month during the Service Period.

A. Availability Measurement

System Availability shall be measured by the Service Provider in the following manner:

System Availability will be calculated as "Total Actual System Availability" (up time) divided by "Total Possible System Availability".

Example: 995 hours Actual Availability / 1000 Total Availability = 0.995 or 99.5% Actual Availability.

Minimum Total System Availability

Minimum total System Availability will be 99.5% (3.65 hours per month or 43.8 hours per year) excluding planned outage windows.

The following will not factor into calculation of System Availability:

i. Scheduled Downtime (Service Provider will issue a notice advising of such Scheduled Downtime).

ii. The Customer's failure to perform its obligations under the Agreement that affect the performance of the Service Provider's System.

iii. Factors outside the Service Provider's control including a Force Majeure Event.

the performance of a third party (including, but not limited to telecommunications providers or internet providers).

v. Actions by the Customer or the Customers equipment/technology or third-party equipment, software or other.

Other Services performed

Year-end procedural checks/processes and updates to the Service that includes remote support and statutory updates to the Customers when deemed necessary;

Annual vulnerability and web application penetration testing to ensure the integrity and security of the System.

Definitions

For purposes of this Service Level Agreement, the following definitions shall apply.

Availability The percentage of time, during a given period, in which the Service Provider System is substantially available for the Customer's Productive Use.

Downtime The time when the Service Provider's System or one or more of the specified Service Provider's System components is not available for The Customer's Productive Use.

Productive Use The Customer's ability to access and use the functionality of the System Provider's System.

Scheduled Downtime Scheduled Maintenance will be undertaken at regular intervals by the Service Provider which shall have no effect on the system.

Scheduled maintenance that will take parts of the system into downtime will be undertaken by the Service Provider at approximately 3-month intervals. The Customer's shall be notified at least 72 hours in advance of such scheduled maintenance and the expected duration to be conducted between the hours of 0200 and 0400 (Customer's local time).

Exclusion of Services

(a) customization of the Service, if required and related, will be quoted separately according to the amount of workload involved, at the Service Provider's prevailing man day rate charge;
(b) on-site support services or other software that the Service Provider offers but not covered by this Agreement;
(c) other systems or software that are either working independently or interfacing cooperatively with the System in the same hardware or networking platform;
(d) hardware or devices on which the System is installed or operating;
(e) modification to the System without authorized written consent from the Service Provider;
(f) Correction of defects that do not significantly impair or hinder the operations of the System;
(g) Correction of defects due to improper usage, negligence or abuse intentional or otherwise on the part of the Customer, its associates, or any other third parties;
(h) Correction of defects due to problems caused by hardware, operating system, virus attack or other similar acts, intentional or otherwise caused by the Customer, its associates, or any other third parties; and
(i) Correction of defects due to man-made or natural disasters.

Schedule 2 – Acceptable Use Policy

1. Introduction

1.1 This acceptable use policy (the "Policy") sets out the rules governing:

(a) the use of the Service(s) made available by the Service Provider to you as a service via the internet including offline components, if any (the "Service"); and

(b) the transmission, storage and processing of content and data by you, or by any person on your behalf, using the Service.

1.2 References in this Policy to "you" are to any customer for the Service and any individual user of the Service and "your" should be construed accordingly; and references in this Policy to "us" are to Rymnet Solutions Sdn Bhd (and "we" and "our" should be construed accordingly).

1.3 By using the Service, you agree to the rules set out in this Policy.

1.4 We will ask for your express agreement to the terms of this Policy before you submit any Content or otherwise use the Service.

2. General usage rules

2.1 You must not use the Service in any way that causes, or may cause, damage to the Service or impairment of the availability or accessibility of the Service.

2.2 You must not use the Service:

(a) in any way that is unlawful, illegal, fraudulent or harmful; or

(b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

2.3 You must not:

(a) attempt to undermine the security or integrity of Rymbee's web application system or networks or, where the Software is hosted by a third party, that third party's computing systems and networks (ie: Microsoft Azure Cloud Computing Platform).

(b) use, or misuse, the Software in any way which may impair the functionality of the Software or Website, or impair the ability of any other user to use the Software or Website.

(c) attempt to gain unauthorized access to any materials other than those to which you have been given express permission to access or to the cloud computing system on which the Software is hosted.

(e) attempt to gain unauthorized access to any materials other than those to which you have been given express permission to access or to the computer system on which the Software is hosted.

(f) modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer the Software or the Website except as is strictly necessary to use either of them for normal operation.

2.4 You must ensure that all Content complies with the provisions of this Policy.

3. Unlawful Content

3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

3.2 Content, and the use of Content by us in any manner licensed or otherwise authorised by you, must not:

(a) be libellous or maliciously false;

(b) be obscene or indecent;

(c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;

(d) infringe any right of confidence, right of privacy or right under data protection legislation;

(e) constitute negligent advice or contain any negligent statement;

(f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;

(g) be in contempt of any court, or in breach of any court order;

(h) constitute a breach of racial or religious hatred or discrimination legislation;

(i) be blasphemous;

(j) constitute a breach of official secrets legislation; or

(k) constitute a breach of any contractual obligation owed to any person.

3.3 You must ensure that Content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

4. Graphic material

Content must be appropriate for all persons who have access to or are likely to access the Content in question.

5. Factual accuracy

5.1 Content must not be untrue, false, inaccurate or misleading.

5.2 Statements of fact contained in Content and relating to persons (legal or natural) must be true; and statements of opinion contained in Content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

6. Etiquette

6.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behavior on the internet.

6.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory, or inflammatory.

6.3 Content must not be liable to cause annoyance, inconvenience, or needless anxiety.

6.4 You must not use the Service to send any hostile communication, or any communication intended to insult, including such communications directed at a particular person or group of people.

6.5 You must not use the Service for the purpose of deliberately upsetting or offending others.

6.6 You must not unnecessarily flood the Service with material relating to a particular subject or subject area, whether alone or in conjunction with others.

7. Monitoring

You acknowledge that we do not actively monitor the Content or the use of the Service.

8. Harmful software

8.1 The Content must not contain or consist of, and you must not promote or distribute by means of the Service, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications, or technologies.

8.2 The Content must not contain or consist of, and you must not promote or distribute by means of the Service, any software, programs, routines, applications, or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.