

Agency Service Provider’s (ASP) Terms of Service
Between ASP and PSERV360
Date: 17th July 2020

Background (Recital)

- A. This Agency Service Provider Terms of Service (“**ASP Terms of Service**”) sets out the terms and conditions between PSERV360 and the Agency (herein referred to as “**Agency**” and/or “**Service Provider**”), that is a resource Agency, for all the services of PSERV360 as set out in **Recital B** below and is to be read together with the General Terms of Use.
- B. This ASP’s Terms of Service and General Terms of Use (collectively referred to as “**the Agreement**”) constitute the entire agreement and understanding between the parties hereto and supersedes all prior negotiations, commitments, representations, communications, and agreements between the parties either written or oral, except to the extent they are expressly incorporated herein

The Service Provider and PSERV360 may be referred to individually as a “**Party**” or collectively as “**Parties**”

- C. PSERV360 provides an online platform (“**Platform**”) for the Service Provider to list their consultants specialised in SAP and related products on the Platform with a comprehensive end-to-end service as follows:-
- (i) to search for jobs or receive notices of related job postings;
 - (ii) to upload consultants’ profiles for matching or search by Hirers based on a specifically tailored format for local and global clientele;
 - (iii) to set the availability, searchability and rate of consultants;
 - (iv) to view job postings;
 - (v) to receive interview requests, engagement orders, and submit timesheets of consultants for approval;
 - (vi) to invoice and receive payment;
 - (vii) rating and review,
 - (viii) all other services incidental to and not specifically mentioned herein with regard to the Purpose.
- D. The Service Provider is interested to utilise the Platform for the services listed in **Recital B** above and PSERV360 is desirous to make available the Platform services to the Service Provider in accordance with this ASP Terms of Service read with the General Terms of Use and relevant policies.
- E. The terms of engagement of the SAP Talent by the Hirer are as found in the Engagement Order template of PSERV360. , with the exception of any permanent engagement of a consultant by a Hirer through PSERV360. All permanent engagements will be done via the Hirer’s own employment contracts and/or documents. The Engagement Order and other related documents are treated as private and confidential in accordance with the Laws of Malaysia.

Draft 17.07.2020

Prepared by Pauline Lim

Project: PSERV360 website – Agency SP Terms of Service

- F. A Hirer may upload additional documents relating to the scope of work and/or operational aspects of the services provided as annexures to the Engagement Order. Where the terms of these annexures are contrary and/or conflict with the terms of the Agreement, the terms of the Agreement shall prevail. The contrary and/or conflicting terms as contained in the annexures will be rendered null and void, without prejudice to the validity of the Engagement Order.

Now it is agreed as follows:-

1. General

- 1.1 The Service Provider is granted a limited, terminable, non-exclusive right to access and use the Platform only for the Purpose and as described in the Recitals above. This authorizes the Service Provider to upload, view and download a copy of the Materials solely for the Purpose of engagement and service of by the Hirer through the Platform;
- 1.2 The Service Provider is solely responsible for all the content and information, relating to him, posted on this Website. PSERV360 shall not be held responsible for any consequences arising from such posting, uploading of documents and usage, including but not limited to, breach of intellectual property rights by the Service Provider.

2. Proprietary Rights

- 2.1. All User Content, information, logos and design of the Service Provider are the property of the Service Provider. By posting or uploading any content on this Website all intellectual property of the Service Provider in the User Content, information, logos and designs remain at all times with the Service Provider. PSERV360 does not acquire any proprietary right to the information, logos and designs and/or is not responsible for the reliability and/or accuracy of User Content.
- 2.2. The Service Provider grants PSERV360 a non-exclusive license to use any and all User Content, information, logos and designs posted solely for the purposes of the Website.
- 2.3. PSERV360 relies on the accuracy and reliability of the User Content, information, logo, design and Material posted by the Service Provider, the Service Provider shall keep PSERV360 indemnified at all times in the event of any breach inclusive of but not limited to breach of Intellectual Property Rights against any third party and shall be entitled to claim for all loss suffered inclusive of any legal fees, cost, expenses, business losses, and loss of reputation to the full extent permitted by Law.

3. Registration of Service Provider's Account

- 3.1. The Service Provider must use a valid company email address when registering for an account. Usage of personal email addresses for registration may be rejected by PSERV360 at its sole discretion.

- 3.2. All information posted, uploaded or provided by the Service Provider must be accurate, complete and correct at the time of registration. In addition to **Clause 1.2** above, failure to provide accurate, complete and/or correct information shall entitle PSERV360 to suspend usage of or deny access to the Platform by the Service Provider until the failure is rectified.
- 3.3. Only a valid legal corporate or partnership entity is allowed to register a Service Provider account with PSERV360. PSERV360 reserves the right to request for any and all proof of incorporation or validity of the entity and the Service Provider shall promptly provide the relevant information. Any delay or refusal to provide the information requested will entitle PSERV360 to deny the Service Provider use of the Platform.
- 3.4. PSERV360 in good faith grants the Service Provider's users, as registered by the Service Provider, access to the Platform's services as mentioned in **Recital B** above. As such, the Service Provider is solely responsible for the actions of its registered users.

4. Registration of Consultants' Profiles

- 4.1. The Service Provider shall register and provide all accurate consultant information using PSERV360's resume or profile format together with all relevant certification (if any) and update the information at regular intervals. The profiles are the property of the consultant and/or the Service Provider and will only be used by PSERV360 for the Purpose of the Website.
- 4.2. The Service Provider shall be responsible to obtain the consultant's written consent prior to uploading the consultant's personal information on the Platform. PSERV360 reserves the right to request from the Service Provider, at any time, the prior written consent of the consultant. Failure to promptly provide the information shall result in PSERV360 taking any and all steps to deemed reasonable to address a possible breach of consultant's consent.
- 4.3. The Published Rate: The Service Provider shall be entitled to the Service Provider Fee as stated in in the Engagement Order, or in the case of permanent engagements the Hirer's own employment contract. PSERV360's online charges ([click here to view](#)) for use of this Platform will be automatically included in the Published Rate. The Hirer shall have the option to choose the preferred currency for the transaction.
- 4.4. All consultant profiles registered and/or uploaded by the Service Provider are subject to review by PSERV360 prior to posting on the Website. PSERV360 reserves the right to reject the publication of any profile submitted by the Service Provider for any reason whatsoever, including but not limited to suspicious accounts, refusal to provide complete and accurate information, suspicion of illegal activity.
- 4.5. Jobs will be recommended to the Service Provider or the Service Provider may search and apply for jobs posted on the Platform.

5. Visibility of Consultant's Profile to the Hirer

- 5.1. The Hirer is able to view a proposed consultant's profile based on a search or job posting. The information in the profile that can be viewed may be restricted in order to comply with the relevant human resource laws of the country of incorporation of the Hirer. Please also refer to PSERV360's Non-Discrimination policy ([click here to view](#)) or contact PSERV360's customer service for more information.
- 5.2. The Service Provider may also search and apply for a job. The profile information provided to the Hirer will be in accordance with **Clause 5.1** above.

6. Schedule Optimizer (SO)

- 6.1. The Platform provides a calendar for each consultant registered by the Service Provider to insert and update the availability and searchability of each consultant.
- 6.2. Searchability: This function allows an SAP Talent to be or not be searchable for a period of time. If the Service Provider chooses for a SAP Talent to be not searchable, the consultant's profile will not be recommended to the Hirer until the searchability function is reactivated. This function may be adjusted or changed at any time at the convenience of the Service Provider.
- 6.3. Availability: This function is provided for the Service Provider to update an SAP Talent's engagements on the calendar for purposes of efficiency and easy tracking by PSERV360 and/or the Service Provider. The details of the engagements entered by the Service Provider are only visible to the Service Provider. To ensure confidentiality, a prospective Hirer is only able to view a colour-coded calendar without any details.
- 6.4. PSERV360 reserves the right to suspend an individual consultant's account and/or the Service Provider's account if the Service Provider fails to update the calendar.

7. Application for Job Interview

- 7.1. Based on the information provided by the Service Provider, PSERV360 will recommend jobs to the Service Provider or the Service Provider may search and apply for jobs.
- 7.2. The Platform provides a choice of interview facilities at the option of the Hirer. The options and dates provided by the Hirer may be accepted or counter-proposed by the Service Provider. Failure to respond to an interview within 48 hours will result in a reminder being sent to said Service Provider. In the event there is no acceptance and/or counter-proposal by the Service Provider 3 days after the reminder, the interview will be deemed to be cancelled.
- 7.3. The Service Provider shall ensure that the consultant is available and attends the interview on the date and time confirmed. Any failure by the consultants registered by the Service Provider to attend interviews shall result in PSERV360 taking any required action to maintain the integrity of the Platform.

- 7.4. The Service Provider or its consultant attending the interview is required to clarify all information stated in the Job Posting during the interview. This includes the Hirer's company policy for all Administrative and Operating Expenses that shall be borne by the Hirer (if any).
- 7.5. The Service Provider Fee as displayed in the Engagement Order is final and binding between parties. As PSERV360 claims its online charges from the successful engagements of the Service Provider, any shortfall due to Vantage as a result of any unauthorized negotiations by Service Provider shall be collected from any and all payments made to the Service Provider in question.
- 7.6. The Hirer shall verify directly with the Service Provider the representations and/or warranties provided pursuant to **Clauses 4.1 and 18.2** herein. PSERV360 does not make any representations and/or warranties as to the quality, reliability and/or competency of any SAP Talents and/or conduct of the Hirer.

8. Data Protection and Privacy Policy

- 8.1. [Click here](#) to view this Website's data protection and privacy policy.

9. Engagement of the Consultant

- 9.1. The Engagement Order template and its annexures shall be issued by the Hirer in favour of the Service Provider in accordance with the PSERV360 Engagement Order template, with the exception of permanent engagements. **See Recitals E and F above.**
- 9.2. [Click here](#) for PSERV360 Engagement Order template.
- 9.3. The Service Provider shall promptly review, accept and upload the signed Engagement Order within fourteen (14) days of the uploading of Engagement Order.
- 9.4. In the event the Service Provider or its consultant accepts an appointment from the Hirer without using the PSERV360 Engagement Order template or by any other means apart from the Platform, whether directly or indirectly using any means including by an associate, affiliate or related companies of the Hirer or Service Provider, PSERV360 reserves the right to take any action against the Hirer and/or Service Provider at its sole discretion including but not limited to suspending the Service Provider's right to use the Platform whether in whole or part and/or commencing legal action against the Service Provider and/or Hirer to claim for losses.
- 9.4A In the event of a permanent engagement by a Hirer of a consultant sourced, searched, and/or discovered *via* PSERV360, the Service Provider is required to liaise with the Hirer personally with the help of PSERV360. All permanent engagements done *via* PSERV360, shall be notified to PSERV360 and subject to the requirements as stated in the Hirer's Terms of Service. The resulting engagement shall be contained in the Hirer's own employment contract. In the event the Hirer appoints and/or engages and/or hires a

Service Provider found via the Platform without liaison through the Platform, whether directly or indirectly using any means including by an associate, affiliate or related companies of the Hirer or Service Provider, PSERV360 reserves the right to take any action against the Hirer as stated in **Clause 9.4** above.

9.4B PSERV360 is not a party to any engagement contract between the Hirer and Service Provider and shall not be responsible for any acts and/or omissions of either party in this respect. PSERV360 shall not be liable for any acts of the consultant and/or Hirer and is not taken to be a representative of agent of either party.

9.5. Visa applications are the responsibility of the Service Provider (where required).

9.6. The Service Provider must obtain all relevant information required to obtain the visa based on the requirement of the country at which the service is to be provided. The Service Provider shall update the Hirer and PSERV360 via email on the status of the visa application.

9.7. In the event the visa application is not obtained within three (3) months from the date of acceptance of the Engagement Order, the Engagement Order shall lapse without the requirement for the issuance of a notice and the Hirer may appoint another consultant.

10. Commencement of Service and Timesheets

10.1. The Service Provider shall ensure that its consultant commences work on the date stipulated in the Engagement Order and its annexures, and promptly and accurately completes the timesheet in the approved format of the Hirer and upload the timesheet through the Platform for approval by the Hirer. Section 10 does not apply to permanent engagements.

10.2. If the timesheet is rejected by the Hirer, reasons will be provided and the Service Provider is required to amend the timesheet accordingly and resubmit the same through the Platform for approval.

10.3. In the event the Hirer fails to approve or reject the timesheet within fourteen (14) days of receipt of the timesheet despite a reminder after seven (7) days from the date of said timesheet by PSERV360, the timesheet shall be deemed accepted by the Hirer and PSERV360 shall notify the Service Provider to issue its invoice for the work done.

11. Invoicing and Payment

11.1. PSERV360's online charges are based on successful engagements and will be deducted by PSERV360 from the Published Rate received from the Hirer based on the PSERV360's online charges (see **Clause 4.3** above). In the case of permanent engagements, PSERV360's online charges will be stated in the Hirer's employment contract.

11.2. In accordance with **Clause 11.1** above, the Service Provider acknowledges that the Service Provider shall invoice PSERV360 for the services rendered by the consultant based on the

Draft 17.07.2020

Prepared by Pauline Lim

Project: PSERV360 website – Agency SP Terms of Service

approved timesheet as well as Service Provider Fee stated in the Engagement Order and PSERV360 shall accordingly invoice and receive payment from the Hirer and pay the Service Provider in accordance with **Clause 11.7** below.

11.3. The Service Provider shall invoice PSERV360 separately for:-

11.3.1. the Service Provider Fees based on the frequency, currency and sum stated in the Engagement Order and its annexures and supported by the time-sheet approved by the Hirer or any other supporting document as determined from time to time together with any Service Tax and/or any equivalent taxes at the rate prescribed by the government of the Service Provider; and/or

11.3.2. Any additional charges for Administrative and Operating Expenses shall be invoiced in accordance with the Hirer's company policy stipulated in the Engagement Order and/or its annexures and shall be uploaded on the Platform by the Service Provider with complete and approved proof of expenses claimed.

11.4. All invoices and supporting documents shall be uploaded to the Platform by the Service Provider.

11.5. PSERV360 reserves the right to reject any invoice submitted by the Service Provider due to:-

11.5.1. non-compliance with the terms of the Engagement Order and/or its annexures; or

11.5.2. PSERV360's invoice being rejected by the Hirer for any reason.

11.6. Any rejected invoices shall be amended immediately by the Service Provider in accordance with the requirements of the Hirer and/or PSERV360 and uploaded to the Platform.

11.7. PSERV360 shall pay the Service Provider within seven (7) Business Days of receipt of the Published Rate from the Hirer, less PSERV360's online charges and/or any offers provided from time to time by PSERV360 and less any withholding tax where relevant ("**PSERV360 Due Date**") and upload the proof of payment to the Platform.

11.8. If PSERV360 fails to pay the invoices on the PSERV360 Due Date, PSERV360 shall pay the Service Provider late payment interest at the rate of one per centum (1%) per month on every outstanding invoice from the PSERV360 Due Date until the date of final settlement in full.

11.8.1. Payment of any late payment charges above is subject to the receipt of corresponding payment of the same from the Hirer. PSERV360 is not responsible for any delay in payments and/or failure to make payments by the Hirer of any invoices and/or late payment charges.

12. Withholding Taxes

12.1. Where relevant, the Hirer and/or PSERV360 may deduct fees for withholding taxes in accordance with the relevant laws and regulations of the related countries.

13. Term

13.1. This ASP's Terms of Service shall be binding on Parties from the date of registration and shall continue to be in effect until the date of termination pursuant to **Clause 14** herein.

14. Termination

14.1. Termination of the RASP's Terms of Service (Closure of Account by Service Provider)

The Service Provider may terminate its account at any time with thirty (30) days' notice from date of notice, on the conditions that all Engagement Orders issued by the Hirer have been completed or closed and all invoices for work done have been fully paid by the Hirer.

14.2. Termination of Engagement Order

14.2.1. The Service Provider shall be entitled to terminate the Engagement Order by providing written notice by email to the Hirer and PSERV360 for:-

- a) For breach of payment terms stipulated in the Engagement Order by issuing a twenty one (21) days' notice of the breach. The twenty one (21) days' shall be calculated from the date of the email enclosing said notice;
- b) immediately in the event of liquidation, bankruptcy, mental illness of either Party;
or
- c) immediately in the event of suspicion of terrorism and any other illegal activity that threatens the Service Provider.

In the event the notices to Hirer or PSERV360 are sent emails on different dates, the effective date for calculation of termination will be based on the last email sent.

14.2.2. Without prejudice to the foregoing, the Hirer shall be entitled to terminate the Engagement Order by providing written notice by email to the Service Provider and PSERV360 for:-

- a) any reason whatsoever with thirty (30) days' notice. The thirty (30) days' shall be calculated from the date of the email enclosing said notice;
- b) immediately on the date of the email sent in the event of liquidation, bankruptcy, mental illnesses, and death of either Party; or
- c) immediately on the date of the email sent in the event of theft, suspicion of terrorism and any other threat to the Hirer, and/or sexual harassment.

In the event the notices to the Service Provider or PSERV360 are sent by email on different dates, the effective date for calculation of termination will be based on the last email sent.

14.3. Consequences of termination of Terms of Service

Consequences of termination of Terms of Service pursuant to **Clause 14.1** above are as follows:-

- 14.3.1. certain features of the Service Provider's account shall be disabled immediately;
- 14.3.2. the Service Provider's account shall be closed in full within thirty (30) days from the date of notice; and
- 14.3.3. the Service Provider shall arrange with the Hirer for handover of any and all confidential data (as required).

14.4. Consequences of termination of the Engagement Order

Consequences of termination of the Engagement Order pursuant to **Clause 14.2** above are as follows:-

- 14.4.1. the Service Provider shall cease performance of all work in accordance with the instruction of the Hirer or based on the notice period, whichever is earlier;
 - 14.4.2. the Hirer shall manage and arrange with the Service Provider for the handover of work done and all Confidential Information;
 - 14.4.3. the Service Provider shall immediately submit the timesheet up to the date of termination for approval of the Hirer; and
 - 14.4.4. PSERV360 and/or the Hirer shall settle all invoices issued including the invoice issued pursuant to **Clause 14.4.3** above in accordance with **Clause 11.7** above.
- 14.5. Any provision of this ASP's Terms of Service or Engagement Order that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 14.6. Termination of this ASP's Terms of Service or Engagement Order shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the rights to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

15. Termination and Suspension by PSERV360

- 15.1. PSERV360 reserves the right to restrict / block the Service Provider's access to and/or use of this Website at any time, for any reason at its sole discretion without warning or notice. In particular, and without limitation, PSERV360 may restrict / block your access to this Website should you violate any of the terms and conditions of this ASP's Terms of Service, General Terms of Use or policies, the Laws, and/or infringe on the rights of PSERV360 and/or any other user of this Website, or of any third party.

16. Announcements

The Service Provider shall not make any public announcement concerning the Platform's General Terms of Use and this Terms of Services without the prior written consent of PSERV360 (the consent of which shall not be unreasonably withheld) unless required by law or regulatory body or court of competent jurisdiction. The Engagement Order and its annexures shall at all times be treated as private and confidential and shall not be disclosed except to any government authority subject to reasonable notice being given to the other parties, where required.

17. Non-Solicitation

The Parties agree that neither of them will, either on their own account or in partnership or association with any person, firm, company or organisation or otherwise, directly or indirectly, solicit, attempt to solicit, employ or authorise the taking of such action by another person, any key executive of the other party who has worked on the services provided under this Terms of Service at any time during and/or for a period of twelve (12) months from the end of this Terms of Service.

18. Warranties And Liability

18.1. Each Party warrants that:-

18.1.1. It is an entity validly registered in its country of incorporation; and

18.1.2. it has full capacity and authority to enter this ASP's Terms of Service and the relevant Engagement Orders.

18.2. The Service Provider warrants that:-

18.2.1. All its registered consultants on the Platform are:-

a) Not a bankrupt;

b) Have not committed or been charged with the commission of a crime;

c) Is in good health to perform his/her duties.

18.2.2. the users of the Service Provider listed/registered on the Website are authorized to carry out the relevant duties required under this ASP's Terms of Service, including register, use, attend the interview (if required), and verify invoices;

18.2.3. its registered user or relevant consultant is authorized to accept the Engagement Order on behalf of the Service Provider;

18.2.4. it has the intellectual property rights of all User Content, information, logos and design uploaded by the Hirer on this Platform or has obtained the rights to use the User Content; and

18.2.5. it has not relied on any other representation or warranty whether verbal or written.

18.3. PSERV360 hereby excludes all liability permitted by Law with regard to the provision of the services of the Website, including but not limited to any loss of profits, loss of sales and business, and/or any and all indirect and consequential loss.

19. Insurance

The Service Provider will be required to provide insurance based on the Job Posting and based on the Hirer's company policy.

20. Dispute Resolution

- 20.1. All disputes arising from the provision of the services or this ASP's Terms of Service shall be amicably resolved between the parties through good faith negotiations within thirty (30) days from the date of written notification from either Party sent by email to the other parties, failing which **Clause 20.2** below shall apply. The written notice shall be sent by the aggrieved Party to the other relevant parties setting out the details of the dispute with supporting documents (if any).
- 20.2. This ASP's Terms of Service shall be governed by, construed, and enforced in accordance with, the laws of Malaysia and the Parties hereby agree to submit to the exclusive jurisdiction of the Malaysian courts.

21. Miscellaneous

- 21.1. This ASP's Terms of Service shall be binding upon and endure to the benefit of the parties, their respective successors, and permitted assigns.
- 21.2. PSERV360 reserves the right to change this ASP's Terms of Service from time to time at its sole discretion. Changes will be posted on this Website and your use of this Website after such changes have been posted will constitute your agreement and acceptance to the modified terms.
- 21.3. The Service Provider shall perform the services as an independent party and shall commence legal proceedings against the Hirer in its own capacity for any breach of the terms of the Engagement Order and/or its annexures or any other express or implied rights as a result of the transaction leading to and including the engagement.
- 21.4. The Service Provider may not transfer, novate or assign any of the services engaged through this Platform to any party for any reason whatsoever without the prior written consent of PSERV360. Any transfer, novation or assignment of the Engagement Order shall follow the terms of the Engagement Order and its annexures.
- 21.5. PSERV360 reserves the right to novate the rights and obligations under this ASP's Terms of Service to a company to be nominated by the PSERV360 ("**Nominee**"). The ASP's Terms of Service and all Engagement Orders issued between the parties shall remain valid and there shall be no claim whatsoever against PSERV360 or the Nominee due to the novation.
- 21.6. Time wherever mentioned in this Agreement shall be of the essence.
- 21.7. In the event of any delay in the performance by either Party due to any cause arising from or attributable to acts, events, non-happenings, omissions, accidents or Act of God beyond the reasonable control of the Party to perform including but not limited to strikes, lock-out, civil commotion, riots, war, rebellion, threat of or preparation of war, breaking off of diplomatic relations, fire, explosion, storm, flood, earthquake, pandemic measures ("**Force Majeure**") which materially affects the fulfilment of this Agreement, the Party so delayed or

prevented shall be under no liability for losses, damages, or injury suffered by the other Party thereby and this Agreement shall be suspended during such delay and in the event the Force Majeure prevails for a continuous period of one (1) month, the Party adversely affected shall have the option of terminating this Agreement immediately without further liability other than such liabilities as have already accrued prior to the termination. This clause shall only be applicable as against the Service Provider and PSERV360 and does not affect the validity or operation of the Engagement Orders issued via PSERV360.

21.8. This ASP’s Terms of Service is in the English language only. Any attempted translation is not recognized by PSERV360.

21.9. For the avoidance of doubt, in the event there is any inconsistency between any of the terms and conditions of this Agreement, the following shall take precedence over the other in the following order:

21.9.1. This Agency’s Terms of Service;

21.9.2. The General Terms of Use;

21.9.3. Engagement Order;

21.9.4. Policies.

22. Glossary

Administrative and Operating Expenses	Refers to all expenses involved in hiring the consultant which includes the travelling expenses including airline tickets, mileage claims, accommodation, relocation cost, allowances and visa application charges
Commencement Date	The date the initial information registered by the User is approved and the User is able to use the Website for the purpose of posting jobs and searching for jobs or consultants
Engagement Order	Refers to the template provided by PSERV360 for engagement of the Service Provider by the Hirer based on the terms and conditions thereto.
Hirer	refers to a corporate entity or partnership that is legally incorporated in their country of origin, that has registered a Hirer account with PSERV360 (whether approved or pending approval) and is either:- (ii) an end-user client of SAP products; or (iii) a resource agency that intends to hire SAP consultants for services required for their projects or by their clients.
Laws	Refers to the laws of Malaysia including the Federal Constitution, any decree, judgement, legislation, order, ordinance, regulation, statute, treaty, by-law and/or other legislative measure
Materials	refers to consultant profiles, Engagement Orders, timesheets, invoices and payment receipts that are made available on the Website for the purpose of engaging the Hirer and completing the services
Service Tax	Refers to the sales and service tax and/or Goods and Services Tax

Draft 17.07.2020

Prepared by Pauline Lim

Project: PSERV360 website – Agency SP Terms of Service

	chargeable in accordance with the Laws and any amendments or subsidiary legislation thereto
Platform	Refers to the Platform provided by PSERV360 for comprehensive engagement of consultant and end-to-end services for the services until completion
Published Rate	Refers to the value stated in the Engagement Order that is inclusive of the Service Provider Fee, Platform charges, and exclusive of all Operating Expenses, visa charges, relocation costs, airline tickets, accommodation, etc
SAP Talent	An individual freelance consultant using and/or intending to use the Platform to seek employment and/or information on SAP jobs and opportunities. The term 'consultant' and SAP Talent is used interchangeably herein
Service Provider	refers to either:- (i) a resource agency that is a corporate entity or partnership legally incorporated in their country of origin that intends to list their SAP consultants for hire; or (ii) SAP Talents.
Working Days	refers to any working day from 9am to 5pm excluding Saturday, Sunday and public holidays for Wilayah Persekutuan, Malaysia