

Hirer’s Terms of Service
Between Hirer and PSERV360

Date: 17th July 2020

Background (Recital)

- A. This Hirer’s Terms of Service sets out the terms and conditions between PSERV360 and the Hirer for all the services of PSERV360 as set out in **Recital D** below, and is to be read together with the General Terms of Use ([Click here](#)). Any words not defined herein are defined in the “Definition/Glossary” ([Click here](#)).
- B. This Hirer’s Terms of Service and General Terms of Use (the “**Agreement**”) constitutes 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 Hirer and PSERV360 may be referred to individually as a “**Party**” or collectively as “**Parties**”.

- C. “**Hirer**” refers to an entity that is legally formed and existing under the laws of the country of its incorporation, including government-linked companies, corporate entities, and partnerships and that are either:-
- (i) an end-user or prospective end user of SAP or related products; or
 - (ii) a resource agency that intends to hire consultants for services required for their projects or by their clients.
- D. PSERV360 provides an online platform (“**Platform**”, “**Website**”) which makes available to the Hirer a list of consultants specialised in SAP and related products with a comprehensive end-to-end service for Hirers as follows:-
- (i) to post jobs;
 - (ii) to access consultants’ profiles from resource agencies or SAP Talents, both locally and globally, *via* matches or searches;
 - (iii) to view consultant profiles in a format specifically tailored for the market of SAP and related product(s):-
 - a) containing experience and qualification(s) prior to request for interview; and
 - b) containing full profile after the request for interview;
 - (iv) to view the availability and rates of consultants;
 - (v) to interview, hire/employ, monitor and approve timesheets of a specific consultant;

- (vi) to view invoices and make payment;
 - (vii) to provide rating(s) and review(s); and
 - (viii) to obtain all other services incidental to and not specifically mentioned herein with regards to the Purpose.
- E. The Hirer is interested to utilise the Platform for the services listed in **Recital D** above and PSERV360 is desirous to make available its services via the Platform to the Hirer in accordance with this Hirer’s Terms of Use, read with the General Terms of Use and relevant policies.
- F. PSERV360’s platform charges for the provision and service of the Platform have been incorporated into the Published Rate displayed in the Engagement Order template.
- G. For Hirer(s) who have existing contracts and/or agreements with Vantage prior to 9th September 2019 (“**Existing Contract(s)**”), the charges and terms of service in relation to job postings, engagement of consultants, timesheets, invoicing and payment, and termination (**Clauses 4, 7, 8, 9 (with the exceptions of 9.5 and 9.10), 12.1, and 12.2 below**) of existing projects between the Hirer, Vantage and/or Service Provider remain as contained in the Existing Contract(s).
- (i) In the event of any discrepancies between the Existing Contract(s) and this Hirer’s Terms of Service, the former shall prevail to the extent of any said discrepancies.
 - (ii) Any disputes between the parties as to the applicable terms of service shall be ventilated as provided in Clause 18 below.
- H. The terms of engagement of the consultant 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.
- I. 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.

1. General

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Prepared by Pauline Lim

Project: PSERV360 website –Hirer’s Terms of Service

- 1.1 This Hirer’s Terms of Service is in the English language only. Any attempted translation is not recognized by PSERV360.
- 1.2 Vantage reserves the right to amend and/or modify this Hirer’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 amended and/or modified terms.
- 1.3 The Hirer 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 Hirer to view and download a copy of the Materials solely for the Purpose of engagement and service of the Service Provider through the Platform.
- 1.4 The Hirer is solely responsible for all the content and information 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 Hirer.

2. Proprietary Rights

- 2.1. All User Content, information, logos and design of the Hirer are the property of the Hirer. The Hirer retains all information, logos and designs uploaded on PSERV360. PSERV360 does not acquire any proprietary right to said information, logos and designs.
- 2.2. The Hirer grants PSERV360 a non-exclusive license to use its User Content, information, logo and design 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 Hirer. The Hirer 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 PSERV360 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 Hirer’s Account

- 3.1. The Hirer 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 or provided by the Hirer must be accurate, complete and correct at all times. In addition to **Clause 1.4** above, failure to provide accurate, complete and/or correct information shall entitle PSERV360 to suspend usage of or deny access to the Website by the Hirer until the failure is rectified.

- 3.3. Only a Hirer that is a valid legal corporate or partnership entity is allowed to register a Hirer account with PSERV360. PSERV360 reserves the right to request for any and all proof of incorporation or validity of the entity and the Hirer shall promptly provide the relevant information. Any delay or refusal to provide the relevant information requested will entitle PSERV360 to deny the Hirer use of the Website.
- 3.4. PSERV360 in good faith grants the Hirer’s registered users access to the Platform’s services. As such, the Hirer is solely responsible for the actions of its registered users.

4. Job Posting

- 4.1. For each Job Posted by the Hirer, the Hirer is to provide all relevant information on the Website, including:-
 - 4.1.1. The expected start and end date;
 - 4.1.2. The type of consultant required based on competency and experience;
 - 4.1.3. job location, brief description of the project, job specifications, roles and responsibilities, requirements or man-specifications, additional terms and conditions including details of insurance, travel and mileage claims policy, medical coverage (if any); and
 - 4.1.4. language preferences.
- 4.2. Effort has been taken by PSERV360 to provide the Hirer with an avenue to streamline consultant requirements, as such it is imperative that the Hirer provide accurate information for all job postings to facilitate the reference and search processes.
- 4.3. All jobs submitted to be posted are subject to review by PSERV360 prior to posting on the Website. PSERV360 reserves the right to reject the publication of any job requested by the Hirer for any reason whatsoever, including but not limited to suspicious accounts, refusal to provide complete and accurate information, and/or suspicion of illegal activity.

5. Searching for Consultant

- 5.1. All consultants on the Platform have represented to PSERV360, whether directly or through an Agency, that they are:-
 - 5.1.1. Not a bankrupt;
 - 5.1.2. Have not committed or been charged with the commission of a crime; and
 - 5.1.3. In good health to perform his/her duties.
- 5.2. 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.

- 5.3. The Platform provides interview facilities, including request for interviews and video conference facilities. The Hirer is advised to use the facilities and shall clarify all information presented by the Service Provider during the interview.
- 5.4. In the event the Hirer finds a prospective consultant via the Website for interview, the Hirer shall engage the consultant via the Platform, failing which PSERV360 shall be entitled to take any action deemed necessary at its sole discretion against the Hirer, including but not limited to suspending the Hirer’s right to use the Website whether in whole or part.
- 5.5. The Hirer shall verify the warranties given in **Clause 5.1** above directly with the Agency or SAP Talent. For SAP Talents, the Hirer shall additionally conduct its own due diligence. PSERV360 does not make any representations and/or warranties as to the quality, reliability and/or competency of any SAP Talents.
- 5.6. The final Published Rate and Service Provider Fee displayed in the Engagement Order is final and binding between parties. Negotiations on the rates contained in the Engagement Order are strictly prohibited. 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 the Hirer shall be collected from any and all payments made to the Service Provider in question.
- 5.7. Any and all expenses, including Administrative and Operating Expenses, that may be incurred by the consultant / Service Provider shall be borne by the Hirer in accordance with the Hirer’s company policy as stipulated in the job posting.

6. Data Protection and Privacy Policy

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

7. Engagement of the Consultant

- 7.1. The consultant may be a freelance individual (“**SAP Talent**”) or individual represented by an Agency. The Engagement Order 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 H, and F to I** above.
- 7.2. [Click here](#) for PSERV360 Engagement Order template.
- 7.3. The Hirer shall ensure that the Engagement Order template and its annexures incorporate all information relevant to the engagement of the consultant as stated in the job posting including duration, Service Provider Fee, Published Rate, Administrative and Operating Expenses, project title, scope of work and reporting.
- 7.4. In the event the Hirer appoints and/or engages and/or hires a Service Provider found via the Platform 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 at its sole discretion including but not limited to suspending the Hirer’s right to use the Platform whether in whole or part and/or commencing legal action against the Hirer to claim for losses. This is subject to the exception of permanent engagement of consultants, as seen in **Recital H and Clause 7.4A** below.

7.4A 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 7.4** above.

7.4B PSERV360 is not a party to any engagement and/or employment 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 or agent of either party.

7.5. Visa applications are the responsibility of:-

7.5.1. the Hirer for all Engagement Orders issued to individual consultants i.e. SAP Talents;
and

7.5.2. The Agency for all Engagement Orders issued to Agencies that represent SAP Talents.

7.6. In light **Clause 7.5** above, the Hirer must clarify with the Service Provider or consultant on any visa requirements and obtain all relevant information necessary to obtain the visa based on the requirements of the country the service is to be provided. Any failure to secure the visa by the Hirer for any reason whatsoever must be informed by the Hirer immediately to the consultant and PSERV360.

7.7. Where the Agency is required to apply for the visa, the Agency will be required to inform the Hirer and PSERV360 via email on the status of the visa application. 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.

8. Timesheets

8.1. The Hirer is required to provide the hired consultant with a timesheet in the approved format of the Hirer. Section 8 does not apply to permanent engagements.

8.2. The engaged consultant shall submit the timesheet on a periodical basis to the Hirer’s Project Manager for approval through the Website. The Hirer shall approve or reject the timesheet through the Platform within fourteen (14) days of being notified of the timesheet, failing which the Hirer agrees that the timesheet shall be deemed accepted by

the Hirer. PSERV360 shall proceed to invoice the Hirer for the work done based on the approved and/or deemed approved timesheets.

8.2.1. For the avoidance of doubt, PSERV360 will issue a notification of an uploaded timesheet and issue a reminder seven (7) days from the date of the uploaded timesheet prior to the issuance of any invoices deemed to be approved.

8.3. In the event the Hirer rejects the timesheet, the Hirer is required to state its reasons for rejection and specify any amendments required by the Service Provider to rectify the timesheet. Quality of the services provided by the consultant should be dealt with through **Clause 12.2** and not through the timesheet submission and approval process on this Website.

9. Invoicing and Payment

9.1. The Published Rate displayed in the Engagement Order is inclusive of PSERV360’s online charges, which are based on successful engagements. The terms and/or rates as stated in the Engagement Order prevail over any contrary and/or conflicting terms and/or rates stated in the annexures to the same. In the case of permanent engagements, PSERV360’s online charges will be stated in the Hirer’s employment contract.

9.2. The Service Provider Fee stated in the Engagement Order refers to the consultant’s rate and is not inclusive of Administrative and Operating Expenses and Service Tax or other equivalent taxes.

9.3. PSERV360 shall charge the Hirer Service Tax or other related tax at the prevailing rate announced by the government.

9.4. The Service Provider via PSERV360 shall invoice the Hirer separately for:-

9.4.1. the Service Provider Fees based on the frequency, currency, and sum stated in the Engagement Order and supported by time-sheet(s) approved by the Hirer and/or any other supporting documents as determined from time to time; and

9.4.2. Any additional charges for Administrative and Operating Expenses. Administrative and Operating Expenses shall be invoiced in accordance with the Hirer’s company policy stipulated in the Engagement Order.

9.5. All invoices shall be uploaded to the Website by PSERV360 and sent by PSERV360 to the Hirer by email (as provided by the Hirer in the Website) together with the signed-off time-sheet and any other supporting document as determined from time to time.

9.6. The Hirer shall pay all sums invoiced in full, less any withholding tax where relevant, to PSERV360 within thirty (30) days from the date of invoice or any lesser period as stated in the Engagement Order (“**Due Date**”) and upload the proof of payment to the Website.

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- 9.7. If the Hirer fails to pay the invoices by the Due Date, PSERV360 shall charge and the Hirer shall pay interest at the rate of two per centum (2%) per month on every outstanding invoice from the Due Date until the date of final settlement in full. Any waiver of interest is at the sole discretion of PSERV360.
- 9.8. PSERV360 undertakes to pay the Service Provider Fees invoiced and Administrative and Operating Expenses claimed by the Service Provider, less any withholding tax where relevant, within seven (7) Working Days from the date of receipt of the corresponding funds from the Hirer.
- 9.9. In the event any changes to an invoice is required by the Hirer for valid reasons and in good faith, the Hirer shall notify PSERV360 immediately via its customer service centre @ support@pserv360.com specifying the details of the change and the reason for the same with supporting documents (if any). In the event the changes requested are found not to be in good faith, PSERV360, at its sole discretion, is entitled to reject the changes and the Hirer shall be required to pay the invoice in full by the Due Date, or as otherwise agreed upon by parties in writing.
- 9.10. For engagements arising from the Existing Contract(s), the terms of invoicing and payment shall remain as per the Existing Contract(s), with the exception of Clause 9.5 above as to manner of invoicing. All payments made to PSERV360 shall also be taken to be payment duly made to Vantage as a party to the Existing Contract(s).

10. Withholding Taxes

- 10.1. Where relevant, the Hirer may deduct fees for withholding taxes in accordance with the relevant laws and regulations of the related countries.

11. Term

- 11.1. This Hirer’s Terms of Service shall be binding on Parties from the registration of the Hirer and shall continue to be in effect until the date of termination pursuant to **Clause 12** herein.

12. Termination

12.1. Termination of the Hirer’s Terms of Service (Closure of Account by Hirer)

The Hirer may terminate its PSERV360 account at any time with thirty (30) days’ notice from date of notice, on condition 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. This is subject to the terms found in the Existing Contract(s).

12.2. Termination of Engagement Order

12.2.1. Subject to any other provision herein, the Hirer shall be entitled to terminate the Engagement Order by providing written notice by email to the Service Provider and PSERV360:-

- a) at the Hirer’s full discretion with thirty (30) days’ notice. The thirty (30) days shall be calculated from the date of the email sent enclosing the notice to PSERV360 and the Service Provider.; or
- b) immediately on the date of the email sent in the event of liquidation, bankruptcy, mental illness and death; or
- c) immediately on the date of the email sent in the event of theft, suspicion of terrorism and any other threat to the company.

In the event the notices to 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.

12.2.2. The Service Provider shall be entitled to terminate the Engagement Order by providing written notice by email to the Service Provider and PSERV360, as follows:-

- a) For breach of payment terms stipulated in the Engagement Order, by issuing a twenty-one (21) days’ notice for the breach. The twenty-one (21) days shall be calculated from the date of the email sent enclosing the notice to PSERV360 and the Service Provider; or
- b) immediately in the event of liquidation, bankruptcy, mental illnesses, and death; or
- c) immediately in the event of suspicion of terrorism and any other illegal activity that threatens the Service Provider/consultant.

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

12.3. Consequences of termination of Terms of Service

Consequences of termination of Terms of Service pursuant to **Clause 12.1** above:-

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

12.4. Consequences of termination of the Engagement Order

Consequences of termination of the Engagement Order pursuant to **Clause 12.2** above:-

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12.4.1. 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;

12.4.2. the Hirer shall manage and arrange with the Service Provider for the handover of work done and all Confidential Information;

12.4.3. the Hirer shall approve all timesheets submitted by the Service Provider up to the date of termination. In the event of termination of services of an SAP Talent pursuant to **Clause 12.2.2(b) and (c)** above or insolvency of an Agency, the Hirer shall prepare and approve all outstanding timesheets. Please contact PSERV360 customer service @ support@pserv360.com for guidance; and

12.4.4. the Hirer shall settle all invoices issued, including the invoice issued pursuant to **Clause 12.4.3** above.

12.5. Any provision of this Hirer’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.

12.6. Termination of this Hirer’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.

13. Termination and Suspension by PSERV360

13.1. PSERV360 reserves the right to restrict/block Hirer’s access to and/or use of this Website at any time, 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 Hirer’s Terms of Service, General Terms of Use or policies or violate the law or infringe the rights of PSERV360, any other user of this Website, or of any third party.

13.2. In the event of any default of payment pursuant to the terms of the Engagement Order or **Clause 9** above, PSERV360 shall be entitled to suspend the Hirer’s account in whole / in part within seven (7) days from the date of a 3rd and final notice for payment, which shall be to the Hirer’s designated user by email. Proof of sending the reminder notice by email to the correct email addresses is sufficient for PSERV360 to suspend the account. This **Clause 13.2** does not apply to Hirer’s operating under Existing Contract(s).

14. Announcements

The Hirer shall not be permitted to make any public announcement concerning the Agreement 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.

15. 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.

16. Warranties and Liability

16.1. Each Party warrants that:-

- 16.1.1. It is an entity validly registered in its country of incorporation, if applicable;
- 16.1.2. it has full capacity and authority to enter into this Hirer’s Terms of Service and the relevant Engagement Orders; and
- 16.1.3. it has not relied on any other representation or warranty from the other Party whether verbal or written, with the exception of the terms herein and any Existing Contract(s).

16.2. The Hirer warrants that:-

- 16.2.1. the users of the Hirer listed/registered on the Website are authorized to carry out the relevant duties required under this Hirer’s Terms of Service including register, use, post jobs, interview, hire, approve the work and make payment;
- 16.2.2. they will be responsible for the issuance of the Engagement Order; and
- 16.2.3. it has the necessary 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 same.

16.3. PSERV360 hereby excludes any and all liability permitted in Law in relation to the provision of the services of the Website including but not limited to any loss of profits, loss of sales or business, indirect and consequential loss.

17. Insurance

Where relevant, the Hirer shall clearly inform in the job posting the Hirer’s company policy with regards to insurance for the engagement of the Service Provider.

18. Dispute Resolution

18.1. All disputes arising from the provision of the services or this Hirer’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 18.2** 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).

18.2. This Hirer’s Terms of Service shall be governed by, construed, and enforced in accordance with, the laws of Malaysia (“**Law**”) and the Parties hereby agree to submit to the exclusive jurisdiction of the Malaysian courts.

19. Miscellaneous

19.1. This Hirer’s Terms of Service shall be binding upon and endure to the benefit of the parties, their respective successors and permitted assignees.

19.2. The Service Provider shall perform the services as an independent party and shall commence legal proceedings against the Hirer directly for any breach of the terms of the Engagement Order or any other express or implied rights as a result of the engagement. The Hirer shall commence legal proceedings directly against the Service Provider engaged by the Hirer for the services rendered.

19.3. Hirer 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.

19.4. PSERV360 reserves the right to novate the rights and obligations under this Hirer’s Terms of Service including any Engagement Orders issued, to a company to be nominated by the PSERV360 (“**Nominee**”). The Hirer’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.

19.5. Time wherever mentioned in this Agreement shall be of the essence.

19.6. 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:

19.6.1. This Hirer’s Terms of Service;

19.6.2. The General Terms of Use;

19.6.3. Engagement Order;

19.6.4. Policies.

20. 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	<p>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:-</p> <p>(ii) an end-user client of SAP products; or</p> <p>(iii) a resource agency that intends to hire SAP consultants for services required for their projects or by their clients.</p>
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 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	<p>refers to either:-</p> <p>(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</p> <p>(ii) SAP Talents.</p>
Working Days	refers to any working day from 9am to 5pm excluding Saturday, Sunday and public holidays for Wilayah Persekutuan, Malaysia