
PSiberWORKS

Terms of Service Agreement ("TOS") & Service Level Agreement ("SLA")

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The **section titles** contained in both the **Terms of Service Agreement ("TOS")** and **Service Level Agreement ("SLA")** below, are solely used for convenience and have no legal or contractual significance.

1. INTRODUCTION

We welcome **you** to the PSiber website and / or the **PSiberWORKS** product suite, an innovative Cloud Based end to end Human Resources Management, Payroll Management and Package Structuring solution! By joining **our** rapidly expanding user community **you** will be able to access **your** employees personal and payroll related records from **anywhere and at any time**, as long as **you** have all the necessary equipment and services required for Internet access. For **your** convenience **we** have included on this website and within the actual product, a very detailed technical overview of what **you** will need to run this product effectively. Please take some time to read through the information provided as it is important.

The **PSiberWORKS** product suite consists of:

- Payroll Management
- Human Resource Administration
- Human Resource Management
- Employee / Manager and Mobile/Tablet Self Service
- Package Structuring
- Handy Forms and Calculators

The website itself also offers **you** a wide variety of other useful news items, links and information services.

Listed below are the **terms and conditions** applicable when using this website and / or **PSiberWORKS**, either as individual products / modules or the suite as a whole. **Please read them carefully before you proceed.**

BY CLICKING THE "I AGREE" BUTTON DISPLAYED WHEN LOGGING IN TO THE **PSIBERWORKS** PRODUCT SUITE AND/OR BY COMPLETING THE REGISTRATION PROCESS, **YOU** ARE STATING THAT **YOU** AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS "TERMS OF SERVICE" AGREEMENT ("TOS").

2. USER ID, PASSWORD AND SECURITY

To open a **PSiberWORKS USER ID** and **PASSWORD**, **you** must complete the on-screen registration procedure and the relevant registration forms and provide **us** with current, complete and accurate information as requested on the **Registration Form**. **You** are solely responsible for maintaining the confidentiality of **your PASSWORD**. Furthermore, **you are entirely responsible for any and all activities that occur under your USER ID**. **You** also agree to notify **us** immediately of any unauthorized use or attempted unauthorized use of **your USER ID** or any other attempted breach of security.

3. PRIVACY

It is **our** policy to respect the privacy of all our users. **We** will therefore not delete, edit, modify, change or disclose any information about **your PSiberWORKS USER ID**, including its contents, without **your** prior permission unless **we** have a good faith belief that such action is necessary to:

- (1) conform to legal requirements or comply with a legal process;
- (2) protect and defend **our** rights or intellectual property;
- (3) enforce any clause of this **Terms of Service Agreement**;
- (4) act to protect the interests of other users and / or **our** partners.

You hereby agree that **we** may access **your** user details, including its contents, as stated above or to respond to service, maintenance or any other technical issues as and when required.

4. INFORMATION STORAGE AND OTHER LIMITATIONS

There is currently no physical limit imposed by **us** as to the amount of data that can be stored for an Employee under a **USER ID**. **We** do however reserve the right to:

- (1) limit a **USER ID's** data storage / usage should, **we** feel that excessive storage space is being used by that **USER ID**, to an extent where it is detrimental to other **USER ID's** ability to store data and / or on the overall performance of the service to other **USER ID's**;
- (2) charge for additional storage used, particularly but not limited to instances where electronic images are being stored, in accordance with **our** standard fees applicable from time to time for such storage usage.

In all instances, where **we** will either limit storage usage or levy a fee for excess data storage, **we** will notify **you** in advance of **our** intentions.

We have taken all reasonable precautions to ensure system / website continuity, system / website accessibility and integrity of data held within **our** system or on **our** website, but in the event of a system failure that is outside the control of either **ourselves** or **our partners**, that cause **you** to lose data or which prevents **us** from storing **your** data, **you** agree that **we** will not be held responsible or liable for such deletion / loss of **your** data or failure to store **your** data.

5. YOUR CONDUCT

You agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under **your USER ID** or **PASSWORD**, including the content of **your USER ID** as used through the facilities provided by this website and the **PSiberWORKS** product suite.

By way of example, and not as a limitation, **you agree not to**:

- interfere in any way whatsoever with or disrupt networks connected to the website and / or the **PSiberWORKS** product suite or violate the regulations, policies or procedures of such networks;

- attempt to gain unauthorized access to the website and / or **PSiberWORKS** product suite, other **USER ID's** and **PASSWORDS**, computer systems or networks connected to the product suite, through **PASSWORD** mining or any other means;
- interfere with another users use of the website and / or **PSiberWORKS** product suite.

6. CHARGES

You agree to the charges imposed by **us**, for the use of the various products, functions and specific services available on this website. The charges are detailed on our main website or in any other Agreement we may have entered into with **you**. The charges are reviewed annually and adjusted by CPI or 10% whichever is the higher. We reserve **our** rights to amend these charges at **our** sole discretion, which amendments shall not be unreasonable.

You agree that **we** will collect the fees due to **us** by **you** via Debit Order, EFT, Cheque or any other legal means as determined by **us** from time to time. **You** accept that **we** reserve the right to suspend **your** usage of the website and / or the services available should **you** fail to pay us the fees due to **us** by **you** in the time periods as specified by **us**.

7. DISCLAIMER OF WARRANTIES

We provide a cloud based Payroll Management, Human Resource Administration, Human Resource Management, Employee & Manager Self Service and Package Structuring solution, including supporting documentation and links to content from third parties. **We** do scrutinize, but do not control in any respect, any information, products or services offered by third parties that **we** have partnered with.

The materials available through this website and / or the **PSiberWORKS** product suite and any third party are provided warranties or conditions of any kind either express or implied. To the fullest extent permitted by applicable law, **we** expressly disclaim all warranties and conditions, express or implied, including, but not limited to, implied warranties and conditions of merchantability, merchantable quality, correspondence to description and fitness for a particular purpose. **We** do not represent or warrant that the website and / or the **PSiberWORKS** product suite will be uninterrupted or error-free, or that this website or the server that makes it available, are free of viruses or other harmful components. **We** do not warrant or represent that the use or the results of the use of the products and services available through this website or the products available from third parties through this website will be correct, accurate, timely, reliable or otherwise.

8. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall **we** be liable for any direct, indirect, incidental, special or consequential damages that may result from the use of or the inability to use the website and / or **PSiberWORKS** product suite, any changes to the website and / or **PSiberWORKS** product suite, any unauthorized access to or alteration of **your** transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through the **PSiberWORKS** product. **You** specifically agree that **we** are not responsible or liable for any threatening, defamatory, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. If **you** are dissatisfied with the website and / or the **PSiberWORKS** product suite, the supporting materials available on or through the **PSiberWORKS** product suite, or with any of these terms and conditions, **your** sole and exclusive remedy is to notify **us** of such dissatisfaction and / or to discontinue using the website and / or the **PSiberWORKS** product suite.

LIMITATION OR EXCLUSION OF WARRANTIES CONDITIONS, AND/OR LIABILITY FOR SOME TYPES OF DAMAGES MAY NOT BE PERMITTED IN SOME JURISDICTIONS, IN WHICH CASE SOME OR ALL OF SECTIONS PERTAINING TO DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY MAY NOT APPLY TO **YOU**.

9. INDEMNIFICATION

You agree to indemnify and hold **us, our** parents, **our** subsidiaries, **our** affiliates, **our** suppliers, **our** officers, **our** partners and **our** employees, harmless from any claim, demand, or damage, asserted by any third party due to or arising out of **your** use of this website and / or the **PSiberWORKS** product suite.

10. TERMINATION

We at **our** sole discretion, may terminate **your USER ID** for violation of the letter or spirit of this **Terms of Service Agreement**. In addition, **we** may terminate **your USER ID** for inactivity, which is defined as failing to log into the **PSiberWORKS** product for an extended period of time, as determined by **ourselves**.

The amount of time that **we** currently view as an “extended” period of time is a first log-on 45 days after registration of the **USER ID** and **PASSWORD** and thereafter, 400 days since **your** last log-on to the **PSiberWORKS** product suite. Upon termination of the **USER ID**, **your** right to use the product suite immediately ceases. **We** shall have no obligation to maintain any content held under **your USER ID** after termination.

11. PARTICIPATION IN PROMOTIONS OF ADVERTISERS

Any dealings with Advertisers on this website or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between **you** and the advertiser or other third party, and we shall not be responsible or liable for any part of any such dealings or promotions.

12. PROPRIETARY RIGHTS TO CONTENT

You acknowledge that content, including but not limited to text, software, sound, photographs, graphics or other material contained in either sponsor advertisements or email-distributed, commercially produced information presented to **you** by **us, our** advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. **You** may make a copy of this content for **your** personal, non-commercial use only, provided that **you** keep all copyright and other proprietary notices intact. **You** may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way content available through the product suite, including code and software.

13. MODIFICATIONS TO THIS TERMS OF SERVICE AGREEMENT (TOS)

We reserve the right to change this **Terms of Service Agreement** or any of the policies regarding the use of this website or product suite at any time and to notify **you** by displaying an updated version of this **Terms of Service Agreement** on this website.

14. LAWS

This **Terms of Service Agreement** shall be governed by and construed in accordance with the laws of South Africa, excluding their conflict of law provisions. **You** agree to submit to the exclusive jurisdiction of the courts located in the county of South Africa. If any provision(s) of this **Terms of Service Agreement** is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. **Our** failure to exercise or enforce any right or provision of this **Terms of Service Agreement** shall not constitute a waiver of such right or provision unless acknowledged and agreed to by **us** in writing. **You** agree that any cause of action arising out of or related to this facility must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

15. LIMITATION OF EMPLOYMENT

We will not appoint, employ or in any way whatsoever obtain or attempt to obtain the services of **your** own personnel, unless specifically so agreed to in writing between us. If **we** fail to honor this it may be viewed as a breach of this Agreement. Likewise, **you** cannot appoint, employ or in any way whatsoever obtain or attempt to obtain the services of any of **our** personnel other than in terms of this **Terms of Service Agreement**, unless specifically so agreed to in writing by **ourselves**. If **you** fail to honor this it will, however, not be viewed as a material breach of this but **you** will be liable, and **you** agree to pay to **us**, the equivalent of two (2) times the then current placement fee charged by reputable personnel agencies for the position in which **our** personnel member was employed by **us**, or any lesser fee agreed to by **us**, such fee constituting the pre-determined damages sustained by **ourselves** arising out of the breach by **you**.

This clause will remain in force throughout the duration of this Agreement and for a period of twelve (12) months after **we** have stopped rendering services to **you** in terms of this **Terms of Service Agreement**.

16. LANGUAGE

It is the express will of the parties that this **Terms of Service Agreement** and all related documents have been drawn up in English.

17. SUPPORT and FAULT / QUERY LOGGING (i.e. our SLA)

We provide the following product support services:

SUPPORT TIMES:

Support of the **PSiberWORKS** product suite is provided during normal office hours, Monday to Friday, excluding Public Holidays.

Please note : Security Level 1 faults / queries, as detailed in section 18 below, a twenty four (24) hour support service is provided.

SUPPORT PROCESS:

If **you** are unable to resolve a fault / query, the fault / query must be emailed to **our** help desk at helpdesk@psiber.co.za . The fault / query email will automatically be registered in the Fault / Query Register. The task of resolving the fault / query will then be allocated to one of **our** appropriately skilled support consultants.

You will automatically receive a fault / query logging reference number for tracking purposes.

Where a fault / query is logged telephonically, a supporting e-mail is also required within eight (8) hours of the call to the aforementioned email address.

The severity level of the fault / query will be decided in accordance with the details as specified in Section 18 below.

Once the fault / query has been resolved, the appropriate solution will then be communicated to **you**.

Where the fault / query has necessitated program changes, **we** will make the relevant program changes available to **you**, based on agreed delivery dates.

All fault / query resolutions will be forwarded to **you** within the timeframes stipulated in Section 18 below. Fault / query Resolution Time will be determined from the time of logging of a fault / query.

18. FAULT / QUERY RESOLUTION PROCEDURE :

The following Service Levels apply:

Fault / query Severity Levels:		Response Times:	Problem Resolution Times:
Severity 1 Fault / query : Critical	PSiberWORKS product suite is not operational	Within one (1) hour	Within twenty four (24) hours
Severity 2 Fault / query: Urgent	PSiberWORKS product suite is active but users are severely impacted.	Within eight (8) hours	Within forty eight (48) hours
Severity 3 Fault / query: Important	Problem can be circumvented.	Within twenty four (24) hours	With next release of the PSiberWORKS product suite
Severity 4 Fault / query: Query		Within forty eight (48) hours	As soon as is practical

Fault / Query Escalation:

If response / resolution is not received within the timeframes as stipulated in Section 18, **you** will be entitled to escalate the fault / query in the following order, quoting the relevant fault / query reference number: -

1. Help Desk
2. Support / Client Service Manager
3. Where **you** require priority on a specific query / fault, or suitable feedback has not been received, such fault / query may be escalated to the Managing Director of **PSiber Works (Pty) Ltd.**

Prerequisites for logging a fault / query :

The following information is required for timeous and effective fault / query resolution:

- Login details.
- Area of functionality affected.
- The relevant "Payroll" and "Employee" in question.
- What **you** believe the problem is or could be.
- Supporting documentation / information.
- Where possible, relevant steps taken to resolve the problem prior to logging with **us**.
- Where relevant, the 'expected' results vs. 'system' results.

19. BILLABLE PRODUCT SUPPORT :

Generally **we** do not bill **you** for telephonic support, however **we** reserve the right to charge where support is deemed excessive and required as a result of lack of training and/or understanding of the basic functionality of the Product suite.

Example - Where telephonic product assistance regularly exceeds fifteen (15) min per day, as a result of the following types of queries:

- Capturing new employees;
- Terminating and Re-instating of employees;
- Printing reports;
- Setting up user access to the **PSiberWORKS** product suite etc;

- Setting up additional runs and split runs;
- Setup and processing of Leave Closure Periods;
- Setting up Email notification rules and ENPs;
- The User doesn't know how to check package vs payslip values / calculations; or
- The User doesn't know where to enter / change certain package or payslip values i.e. theoretical vs actual.
- etc. The above is a list of examples, not an exhaustive list.

20. ASSISTANCE WITH SYSTEM SETUP AND CHANGES TO SETUP :

Where **you** require assistance with setup, changing of parameters, correction of data, processing etc. the following options are available:

Non-Billable:

- Written instructions provided to enable the user to "do it themselves".
- Telephonic assistance with the proviso's as noted in Section 19.

Billable:

- Consulting services whereby a consultant assists/implements the requirement on **your** behalf i.e. either remotely or on site.
- Training to equip **you** to carry out the required operations i.e. either onsite training or attending scheduled training courses on offer.

21. NEW RELEASE / UPGRADE PROCEDURE :

Internet Users – We will update and maintain all product releases and where necessary, convert **your** data to the new format required by **our** new release.

Offline / Standalone Users – The following options are available :

- Free downloads of new releases / upgrades are available to **you** via our upgrade download site, provided in release notifications.
- **You** can request a CD copy of new releases / upgrades to be sent to **you** for installation by yourself. Any postage/courier costs will be for **your** account
- **You** can request one of **our** support consultants to conduct the installation for **you**, where prevailing rates for such services will apply.

22. ADDRESS AND CONTACT DETAILS:

Our physical address for all legal notices is:

PSiber House
15 7th Avenue
Edenvale
1612
South Africa

Att: The Managing Director

Our postal address for all other correspondence is:

PSiber House
P.O. Box 16473
Dowerglen
1609
South Africa

Fax: 011 454 1073