

# GreatDay HR EURA

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We reserve the absolute right from time to time to change, delete and/or add new terms against this Agreement. We also reserve the absolute right from time to time to modify, delete, add and/or update any features of the Software. Continued use by You shall be deemed that You have provided Your consent to Us regarding such change, deletion, addition, and/or update of the Software’s features. If You access the Software for the purposes of a free trial, this Agreement will also govern that free trial. Free trial versions are experimental and may be substantially different from the commercially released version. Notwithstanding anything to the contrary in this Agreement, free trial versions are provided “AS IS,” and no warranty, implied, expressed, or applies to these versions.

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TO THIS AGREEMENT ON BEHALF OF ANOTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO REPRESENT FOR AND ON BEHALF OF SUCH ENTITY AND ITS AFFILIATES ON THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHERE THE TERMS "YOU" OR "YOUR" REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SOFTWARE OR SERVICES OR IF YOU ARE FOUND TO HAVE NO AUTHORITY TO REPRESENT FOR AND ON BEHALF OF THE LEGAL ENTITY YOU REPRESENT, THEN YOU WILL BE RESPONSIBLE PERSONALLY.

## **1. DEFINITIONS.**

**"Affiliates"** means any entity which directly or indirectly controls, is controlled by or is under common control of the subject entity.

**"Authorized Distributor"** means a company listed at <https://www.dataon.com/distributors> which We have authorized to provide You the Software or Services subject to Your consent to the terms and conditions of this Agreement.

**"Control"** means direct or indirect ownership or control in the subject entity or control of the top management of the subject entity.

**"Device"** refers to the compatible product running the Android or iOS Software that You own and/or control.

**"Data"** means all the electronic information submitted directly by You to the Software or Services or Apps including but not limited to any information You provide directly or through automated means, such as geolocation (as relevant), software usage, timestamp, Device, logo or services trademarks and operating system identification, login credentials, or any other relevant hr management and employee or User information.

**"Documentation"** means the user documentation which describes the functionality of the Software or Services and is included in the Software or Services as documentation or online help and includes any printed or

electronic material of that documentation or online help that We make available to You outside of the Software.

**“Employees”** means the active employee recorded in the Software or Services or Apps for which the system can process data. This number does not include inactive employee records for which the Software or Services may store data, but will not allow processing of data.

**“Enterprise Employees”** means the number of employee data that can be accessed through Software modules for which such a limitation is applied including the modules of training, advanced performance, HR planning, and talent management.

**“Employee Users”** means the number of Employees can log in to the Software or Services but whose access is limited to the functions identified in the Software or Services as Employee User functions.

**“Services”** means the GreatDay HR Software You downloaded either directly or indirectly through Our Website including the Software, hosting services for the Software and any support or related services We provide in conjunction with Your use of the Software. Services include orders made regardless of if they are for paid use or a free trial.

**“Software”** means the Android and/or iOS application software titled as GreatDay HR, which is provided to You and granted to be installed and run on Your Device so long as You comply with all the terms of this Agreement, and includes the application software and services provided both as an online and offline service, on physical media or as an electronic download as either machine language “compiled code” or human-readable “source code” in each case including upgrades and updates that You install during the applicable terms of use period. This definition includes associated development tools and other associated software also provided with this Agreement, any related printed or electronic material Documentation, and

any updates, modifications, revisions, copies, documentation, and design data of the foregoing.

**“Third Party Service”** means a service provided by and identified as being operated by a company other than Us and that You access through the App for which You or Your Users authorize the sharing or receipt of Data.

**“Users”** means any registered user of the Software or Services or Apps, which includes any of Administrative Users, Employee Users or Enterprise Users respectively who can log in to the Software or Services and access the application.

**“We”, “Us” or “Our”** means the GreatDay HR owner company with whom You are contracting as described below in **“Who You Are Contracting With”**.

**“You” or “Yours”** means the company or other legal entity for which You are accepting this Agreement and includes the Affiliates of that company or entity and Employee Users.

## **2. LICENSE TO USE SOFTWARE**

Subject to the terms and conditions of this Agreement, You are granted a non-exclusive, non-transferable right to use the Software, including to download, install, and access the software, solely for Your own internal business operation or individual use and in an “as is” condition without any warranty and liability from Us for any problems that may arise from You using the Software, except for the warranties that We have clearly expressed under this Agreement.

You may not copy, reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Software any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law).

## **3. MAINTENANCE**

We provide basic support for Software Users who use our Software under paid services subject to the terms in this Agreement. Unless otherwise agreed, the basic support is available between the hours of 08:00 and 19:00 Western Indonesian Time (UTC+07:00) from Monday to Friday excluding public holidays, and may also be available from an Authorized Distributor at other times if You have purchased the Software or Services from that Authorized Distributor. Any request for support should first be logged to Our Website ticketing system at <https://support.dataon.com> for which We will provide You access by email at Your request. Support requests may be logged at any time but responses may not be provided outside of the support hours indicated above.

#### **4. TERMINATION AND EFFECT OF TERMINATION**

This Agreement and the license granted under this Agreement will terminate, and You will discontinue use of the Services and Software if You: (a) file a bankruptcy petition or put in a file for bankruptcy by creditors or enter into an agreement to assign Your assets for the benefit of creditors; or (b) violate or fail to perform any of Your obligations to Us under this Agreement and such violation or failure is not cured within 30 days after written notice of such failure or violation, or (c) We terminate Your license to use our Software.

#### **5. SERVICE AND LIMITATION OF LIABILITY**

We attempt to make the Services available twenty-four (24) hours each day seven (7) days each week. We may notify You periodically of scheduled downtime required in order to upgrade the Services and will attempt to perform such upgrades during non-business hours. In the event that the Services are not available, due to unscheduled downtime, for access at least 98% of the time during a calendar month ("Guaranteed Uptime"), the paid User of our Software may make a claim for a service credit. Such credit shall be applied to the next Subscription Period. The service credit will be

calculated as the Guaranteed Uptime minus the actual uptime in hours divided by 720 and multiplied by the monthly Services fee amount.

Services may be subject to limitations such as available digital file storage space, or other limitations, and information of the limits as well as Your utilization levels shall be made available to You through the Services such that You will be able to monitor Your compliance. We will provide updates to the Software and Services periodically.

We do not warrant that the Software or Services is fit for a specific purpose, that it will meet Your needs or that operation will be uninterrupted or error-free. Any warranty will cease to apply to the extent that You have modified the Software or made a modification to the Software underlying the Services.

We provide Our Services subject to applicable laws and government regulations where We are domiciled. We protect Your Data with appropriate administrative, physical and technical safeguards. We do not modify Your Data except as requested by You. We do not disclose Your Data to any third party, other than a Third Party Service you specifically authorize the disclosure of Data to unless We are required to do so by law or unless You have given Us instructions to do so. We do not access Your Data except as directed by You for the purpose of providing You with support or as written under the Privacy Policy. In the event that We become aware of a breach in Our security that has caused an unauthorized disclosure of Your Data, We will inform You of such as soon as reasonably practicable.

The Software or Services You are accessing or installing is Our copyrighted, trade secret, proprietary, and confidential information. You shall take appropriate action to protect these rights as applicable and ensure that any person permitted access to Software or Services does not disclose it or use it except as permitted by this Agreement. We maintain exclusive title, including intellectual property rights, to all the Services and Software We provide to You including modifications to the Software or Services We make on Your behalf

or based on any recommendation You provide to Us and under no conditions whatsoever shall title pass without Our express written agreement.

You will ensure that any person You grant access to the Software or Services complies with this Agreement, Your Data has been legally obtained and does not violate any applicable laws or prevailing regulation, and that the Software or Services are not used to transmit data in violation of laws or prevailing regulation. You will use commercially reasonable efforts to prevent unauthorized use of the Software or Services and ensure that usage is in accordance with applicable laws and government regulation. You will not sell, resell, rent, or lease the Software or Services. You will not attempt to interfere with the proper operation of the Services, disrupt the performance of the Services, gain unauthorized access to the Services or underlying technological infrastructure, or use the Services to attempt to distribute computer viruses, worms, and harmful computer programs in any form.

All copies of Software shall remain Our property. You shall maintain a record of the number and location of all copies of Software, including the Software or copies that have been merged with other software, and will make those records available to Us upon request. You acknowledge that the Software We provide may be in a source code form that is proprietary and its confidentiality is of the highest importance and value to Us. You shall take appropriate action to protect the confidentiality and secrecy of the Software and acknowledge that We will be seriously harmed, with resulting substantial damages, if Software, including in source code form, is disclosed in any manner not provided for in this Agreement without Our prior written consent. In the event of unauthorized disclosure, You will inform Us immediately and You will save Us harmless against any financial loss.

Except as otherwise permitted for purposes of interoperability as specified by applicable and mandatory local law, You shall not reverse assemble, reverse compile, or otherwise reverse engineer Software in compiled code, in whole or in part. You may not assign or otherwise transfer Software rights, this

Agreement or the rights under it, whether by operation of law or otherwise (“attempted transfer”), without Our prior written consent and payment of Our then-current applicable transfer charges, if any. Any attempted transfer without Our prior written consent shall be a material breach of this Agreement and may, at Our option, result in the immediate termination of the Agreement and rights granted under this Agreement. The provisions of this section shall survive termination of this Agreement.

WE MAKE NO SPECIFIC PROMISES ABOUT OUR SERVICES OR CONTENT AVAILABLE THROUGH OUR SERVICES, INCLUDING WITH REGARD TO THEIR CONTENT, AVAILABILITY, RELIABILITY, FUNCTIONALITY, ACCURACY, TRUTHFULNESS, OR USEFULNESS OF THE SOFTWARE OR DUE TO VIRUSES OR ERRORS THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT IT IS COMPLETELY SECURE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, REPRESENTATIONS, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING OUR SERVICES AND THE CONTENT AVAILABLE THROUGH OUR SERVICES OTHER THAN THE ONES PROVIDED IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY US, ANY FEATURES UNDER OUR SOFTWARE OR SERVICES ARE PROVIDED TO YOU ON AN “AS IS” BASIS.

TO THE EXTENT THAT YOU UTILIZE OUR SERVICE TO CALCULATE PAYROLL, TAXES, MANDATED CONTRIBUTIONS OR PERFORM OTHER FINANCIAL CALCULATIONS, WE ADVISE THAT YOU CAREFULLY CHECK SUCH CALCULATIONS TO VALIDATE THEIR ACCURACY, INCLUDING PRESENTATIONS OF DATA IN REPORTS OR INTERFACE FILES. WE EXCLUDE ALL LIABILITIES RESULTING FROM SUCH CALCULATIONS AND/OR

REPORTS WHERE THE CAUSE OF THE LIABILITY IS FROM USER MISUSE, FAILURE OF OUR SERVICE, OR SOFTWARE DYSFUNCTION.

WHERE THIS EXCLUSION OR RESTRICTION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE LAWS OR REGULATIONS, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING FROM OR RELATED TO THE USE OF SOFTWARE OR ANY DATA DERIVED THEREFROM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT ALSO SHALL OUR LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. IN THE CASE WHERE NO AMOUNT WAS PAID, NEITHER WE NOR OUR DISTRIBUTOR SHALL HAVE ANY LIABILITY FOR ANY DAMAGES WHATSOEVER.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

## **6. PRIVACY POLICY**

By using our Software and Services, You agree that We can use Your Data in accordance with our Privacy Policy and may store such data on our servers. We use small data files called “cookies” to provide a personalized experience on our Websites and mobile applications and to improve our Software Services. By using Our Software and Services, You agree to Our use of cookies and similar technologies as described in our [Privacy Policy](#).

## **7. LIFE ENDANGERING APPLICATIONS**

NEITHER WE NOR OUR DISTRIBUTOR SHALL BE LIABLE FOR ANY DAMAGES RESULTING FROM, OR IN CONNECTION WITH THE USE OF SOFTWARE IN ANY APPLICATION WHERE THE FAILURE OR INACCURACY OF THE SOFTWARE MIGHT

RESULT IN DEATH OR PERSONAL INJURY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

## **8. INDEMNIFICATION**

We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Software or Services as permitted by this Agreement infringes on the intellectual property rights of that third party (the "Claim To You") and shall indemnify You against costs finally awarded provided that You (a) promptly give Us written notice of the Claim To You or a potential Claim To You, (b) allow Us sole control to settle such Claim To You (c) based on Our request, You provide Us with reasonable assistance to settle the Claim to You including allowing us to procure Your rights or modify Our Software or Services. This indemnification is Your exclusive remedy in the event of a Claim To You. We will not indemnify You for any costs of infringement caused by Your actions against any third party including any infringement of any third party's intellectual property rights.

You shall indemnify Us against any claim, demand, suit, or proceeding made or brought against Us or by a third party alleging that (i) Your Data or use of the Software or Services infringes on the intellectual property rights of the third party or violates a law and (ii) any of the Services or contents or materials of or provided by third party through Our Software violates the applicable Law (the "Claim To Us") and shall indemnify Us against costs finally awarded provided that We (a) promptly give You written notice of the Claim to Us or a potential Claim To Us, (b) allow You sole control of the defense and settlement of the Claim To Us, (c) provide You reasonable assistance in defense of the Claim To Us.

If We believes or it is determined that Your use of Our Software and Services may have violated a third party's intellectual property rights, We may end the license for, and require the return of, the Software and refund any future fees You may have paid for it.

## **9. WHO YOU ARE CONTRACTING WITH**

If You are based in the Republic of Indonesia You are contracting with PT People Intelligence Indonesia, an Indonesian corporation with its registered office at Nissi Bintaro Campus, 5th floor, Jalan Tegal Rotan No 78, Bintaro Sektor 9, Tangerang Selatan 15413, Indonesia. Notices under this Agreement may be sent by email to [legal@greatdayhr.com](mailto:legal@greatdayhr.com) and by post to PT People Intelligence Indonesia, Nissi Bintaro Campus, 5th floor, Jalan Tegal Rotan No 78, Bintaro Sektor 9, Tangerang Selatan 15413, Indonesia.

If You are based outside the territory of the Republic of Indonesia, You are contracting with Publica Holdings PTE, LTD, a corporation registered in the Republic of Singapore with a registered office at 10 Anson Road #23-14H International Plaza Singapore (079903). Notices under this Agreement may be sent by email to [legal@greatdayhr.com](mailto:legal@greatdayhr.com) and by post to PT People Intelligence Indonesia, Nissi Bintaro Campus, 5th floor, Jalan Tegal Rotan No 78, Bintaro Sektor 9, Tangerang Selatan 15413, Indonesia.

You agree to make communication by email and that You are responsible for maintaining Your email address with Us.

## **10. GOVERNING LAW**

The laws of the state or country where You live (or if a business where Your principal place of business is located) govern all claims and disputes concerning the Software and this agreement, including breach of contract claims and claims under consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles.

If You are legally domiciled in the Republic of Indonesia, this Agreement shall be governed by and construed under the Laws of the Republic of Indonesia.

All disputes, controversies or claims in relation to this Agreement, whether contractual or tortious, shall be submitted to an Arbitrator in accordance with

the arbitrator's rules for arbitration in force at the time of submission. If you are legally domiciled outside the Republic of Indonesia, the Arbitrator shall be the Singapore International Arbitration Center (SIAC). If you are legally domiciled in the Republic of Indonesia, the Arbitrator shall be the Badan Arbitrase Nasional Indonesia (BANI). The arbitration proceedings shall be conducted in the English language or as determined by the arbitrator. The award of the arbitration shall be final and binding against the Parties. All reasonable costs and expenses in respect of the arbitration shall be borne by the non-prevailing Party.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between You and Us. You agree that this Agreement is the complete agreement pertaining to the subject matter hereof (including references to the information contained in a URL or referenced policy) and this Agreement supersedes all prior or contemporaneous written or oral agreements or representations existing between You and Us with respect to such subject matter.

## **12. SEVERABILITY**

If any provision of this Agreement should be held invalid, void, unenforceable, or illegal, for any reason whatsoever, then such provision shall be severed from this Agreement and the remaining provisions in this Agreement will remain in full force and validity. Our failure to enforce any right or provisions in this Agreement will not constitute a waiver of such provision or any other provision of this Agreement.

Philippine GreatDay HR Philippines, Inc. If You are based in Philippines Country, You can notify Us by email at [legal@greatdayhr.com](mailto:legal@greatdayhr.com) and send by post to the registered office address at 3F EMAX Antipolo 1 Unit, EMAX Building, Circumferential Road, L. Sumulong Memorial Circle, Brgy. San Roque, Antipolo City, Philippines, 1870 Phone: + 63 2 7212 4755.

