



Title : *Salaroo Terms and Conditions*

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# TERMS & CONDITIONS OF SUPPLY OF SERVICES

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## 1. Agreement

This agreement is between Dakar Enterprises Ltd (“We” or “Dakar” or “Dakar Software”) trading as **Salaroo** a company registered in Malta with company registration number is **C15809** and registered office at Dakar Software Systems, 4th Floor, Dakar Buildings, 25, Henry Calleja Street, St Julians, STJ 1390, Malta; and (you) the subscriber, to provide an electronic cloud-based web interface and data storage service for addressing the requirements of the General Data Protection Regulations (EU2016/679) as enacted, amended, extended or re-enacted from time to time (“the Services”). By checking the box “I AGREE”, you are indicating your acceptance of these terms and conditions and your agreement to be bound by this document and future revisions thereof.

## 2. Term

This agreement will commence upon registration on salaroo.com and shall continue indefinitely unless terminated in agreement with these terms and conditions.

## 3. Scope of Salaroo

Salaroo is a fully functional payroll system hosting all the features and facilities necessary to issue a complex payroll in minutes. It is designed for small to medium-sized companies.

## 4. Features of Salaroo

There are numerous features within the product including but not limited to the below:

- Easy and friendly data capture
- Upload of Employees data via CSV files
- Upload of Payroll Adjustment via CSV Files
- Computation of any payroll frequency – monthly, four-weekly, fortnightly or weekly
- Production of mandatory Inland Revenue and Social Security reports
- Web-based processing in real time
- Prints or emails payslips
- Generate SEPA file/s for bank submission
- Multi-company payroll
- Online Leave management
- Document Management
- Run Multiple Reports
- Generate Employee related Ad-hoc reports
- Output reports to Excel, PDF, Word or RTF formats
- Print Queuing Facility
- Payroll tax management
- Maltese Legislation Tax Form printing
- Dakar-hosted data, processing and backup
- Employee Kiosk
- Increased Security through Multifactor Authentication

## 5. Requirements for running Salaroo

- Internet connection and an updated modern web browser (Google Chrome is recommended).

## 6. Free of charge services

The below services are all free of charge:

- Maintenance,
- Hosting,
- Software and End User License Fees,
- Updates and Upgrades for new Government Legislations,
- Online Support

## 7. Subscriber tasks and responsibilities

- Ensure integrity and accuracy of data stored in his/her account
- Inputting of data using the tools provided in Salaroo
- Maintain or adjust Cost of Living Allowances (Cola) as indicated by the Department of Inland Revenue (Malta)
- Maintain or adjust Leave balances for each employee within your company
- Conduct Government Electronic Lodgments
- Provide written consent by a designated company representative to grant Dakar' support executive/s to create additional end user credentials to access your same company and employee details. Such consent needs to be sent to [salaroo@dakarsoftware.com](mailto:salaroo@dakarsoftware.com). No additional end user license fee is incurred.
- Ensure that credentials and passwords are not shared amongst other individuals.
- Infringement Acknowledgement: the subscriber is responsible for any legal issues related to copyright infringement

## 8. Your Account

You are solely responsible for

- (i) all use of the services by you and users accessing your data,
- (ii) obtaining consent from your users to the collection, use, processing and transfer of content, and
- (iii) providing notices or obtaining consent as legally required in connection with our services. We do not send emails asking for your usernames or passwords, and to keep your accounts secure, you should keep all usernames and passwords confidential. We are not liable for any loss that you may incur if a third party uses your password or account. We may suspend service or terminate this Agreement if you or your users are using our services in a manner that is likely to cause us harm or in breach of this agreement. You agree to notify us immediately and terminate any unauthorized access to Salaroo or other security breach.

## 9. Training and training Material

- A handholding session of approximately 1.5 hours can be held at Dakar's office. This session will cover use of functionality and assistance in preliminary data related set-up. This session is free of charge, however if you request a second session, you will be charged at a € 40.00 per hour rate.
- No on-site training is provided
- A user manual will be provided upon request following proof of registration.
- Free online tutorials are provided on [www.salaroo.com](http://www.salaroo.com)

## 10. Maintenance and Support

Support is available between the hours of 08:30 and 17:00 (Central Europe Time), Monday through Friday, via [salaroo@dakarsoftware.com](mailto:salaroo@dakarsoftware.com) or through the Salaroo 'Help' function or through our online chat which can be found on [www.salaroo.com](http://www.salaroo.com).

## 11. Service

While Dakar will strive to maximize network and server's uptime, Dakar cannot and does not guarantee uninterrupted service. Dakar reserves the right to enhance or modify features of Dakar's Services but will not materially reduce the core functionality or discontinue any Services unless you are provided with prior written notice. In any event Dakar will not be liable for any monetary damages beyond what the user paid to Salaroo for the year presiding the damages claim.

## 12. Free Trials, Fees and Payments

Your right to access and use any free services is not guaranteed for any period of time and we reserve the right, at our sole discretion, to limit or terminate your use of any free or basic versions of any services by any individual or entity.

### *a. Free Trial*

If you are using the services on a trial or promotional basis ("Trial Period"), your Trial Period and access to the services will terminate (i) at the end of the Trial Period, or (ii) if no date is specified, 14 days after your initial access to the Services, (iii) or upon your conversion to a subscription. Following expiration of the Trial Period, the Services may automatically continue unless you provide notice of cancellation to us, and you are responsible for payment of the applicable Fees. During the Trial Period, to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice.

### *b. Fees and Payment*

You agree that we may take steps to verify whether your payment method is valid, charge your payment card for all amounts due for your use of Salaroo, and automatically update your payment card information using software designed to do so in the event your payment card on file is no longer valid. You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may suspend or terminate your use of Salaroo if at any time we determine that your payment

information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We will not agree to submit invoices via any customer procure-to-pay online portal or Electronic Data Interchange (EDI) portals. We reserve the right to update the price for services at any time after your subscription has commenced, and price changes will be effective as of your next billing cycle. We will notify you of any price changes by publishing on our website, emailing, quoting or invoicing you. Our prices are subject to VAT at the applicable rate.

#### FEES

1. Salaroo provides a Trial period. The commencement or registration date is set to the day the client registers on salaroo.com.  
Any payslips generated within the trial period are chargeable as per standard charge rate, unless it is test data which for which case we would need to be advised to remove the test data and reverse the relative charges. The standard charge rate for this amounts to € 3.00 (excluding VAT) per pay slip. After the trial period has elapsed a one-time fee of € 75.00 (excluding VAT) is charged per company that has been registered with Salaroo.
2. Authenticated users are prompted with an account's history screen referred to as Salaroo Accounts Management to view details of invoicing, charges and payments history.
3. Fiscal Invoices are issued upon receipt of payment.
4. Invoices reminders are sent via email and dependent on the amount of outstanding Fee invoices will be rendered at appropriate intervals during the course of the year and will be due on presentation. We reserve the right to charge interest, at the rate specified on the fee invoice, compounded monthly, if not settled within thirty days from the date of issue. Any query in relation to a fee that has been rendered to you must be raised in writing within twenty-one days from the date shown thereon.
5. Certified copies of your business accounts will be supplied to you and third parties upon settlement of all outstanding fees, including fees rendered to you with your draft accounts for approval.
6. If it is necessary to carry out work outside the responsibilities outlined in this letter it will involve additional fees. Accordingly we would like to point out that it is in your interests to ensure that your records etc., are completed to the agreed stage.
7. Payments can be done via any preferred method as described below:
  - a) **By cheque.** This should be made payable to "Dakar Enterprises Ltd." and sent to Dakar Buildings, 4<sup>th</sup> Floor, 25, Henry Calleja Street, St Julians, STJ 1390. VAT No. MT 1010-2012. To ensure that it is correctly allocated it would be helpful if you could write your account and invoice reference number on the reverse side.
  - b) **By bank transfer.** Your payment should be made to our account:

Beneficiary account name: DAKAR ENTERPRISES LIMITED  
Name of Bank: HSBC BANK MALTA P.L.C.  
Bank Account Number: 002-042992-051  
IBAN Number: MT31MMEB44026000000002042992051

Name of Branch ST. GEORGE'S ROAD ST. JULIANS STJ 3202

Bank Sort Code: 44 – 026

BIC – Swift Code: MMEBMTMT

d) **By standing order.** For fees over €300, we normally request that clients make payments on account, often by way of monthly standing order, in respect of work currently in progress or to provide towards work to be carried out. These payments will be applied to fees arising from work agreed in this letter for the current and ensuing years. Unless stated to the contrary, standing orders will be allocated against charges in chronological order and any amounts paid in advance of invoice will be held on account against future fees. If the standing order arrangement is cancelled or payment is not made, the normal payment terms will apply.

e) **Via PayPal:** This can be done through the PayPal payment gateway available in the Salaroo system through the Accounts Management screen.

### 13. [Sales, Promotional Offers, Coupons and Pricing](#)

Sales, promotions and other special discounted pricing offers are temporary and, upon the renewal of your subscription, any such discounted pricing offers may expire. We reserve the right to discontinue or modify any credits, sales and special promotional offers in our sole discretion.

### 14. [Your Content](#)

“Content” means any of your, or your users’ data, files, documents, and other information that is uploaded to your Service account for storage, or used, presented or shared with third parties in connection with the Service.

You retain all rights to your content and we do not own or license your content. We will not view, access or process any of your content, except as directed or instructed by you or your users, or as required to comply with our policies, applicable law, or governmental request. You agree to comply with all legal duties applicable to you as a data controller by virtue of the submission of your Content within the Services. If your Content is subject to EU data protection laws (“Personal Data”) and is processed by us as a data processor acting on your behalf (in your capacity as data controller), we will use and process your content in order to provide the services and fulfil our obligations under this Agreement, and in accordance with your instructions as represented in this Agreement. Notwithstanding anything to the contrary, this section of the Agreement expresses the entirety of our obligations with respect to your content.

Any Personal Data that we collect from you will be stored at a secure cloud datacenter located within the European Union. By submitting the Personal Data, you agree to this storage. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these Terms.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

The transmission of information via the internet is not completely secure. Although we will do our best to protect the Personal Data, we cannot guarantee the security of the Personal Data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

## 15. Storage of data

The collection, storage and processing of your data takes place solely for the purpose of performing the support and development services. We do not link your data with any other data and do not use it for any other purposes either. Should we use the services of external service providers within the framework of performing our service, any access to the data on their part is likewise solely for the purpose of performing the service. We take technical and organizational measures to ensure compliance at all times with data protection requirements and also obligate our external service providers accordingly.

Moreover, we do not pass the data on to third parties without your express consent. Your personal data will only be passed on to third parties if you yourself have consented thereto or to the extent that we are entitled or obligated to do so in accordance with statutory requirements and/or official or court orders. Such instances can in particular include the provision of information for purposes of law enforcement, hazard prevention or for the enforcement of intellectual property rights.

Storage of Dakar's repositories are within the European Economic Area (EEA).

## 16. Termination

Should you wish to terminate your account, you must do so by clearly stating your intent in writing to our accounts department at [accounts@dakarsoftware.com](mailto:accounts@dakarsoftware.com), at least 30 days in advance of the actual termination date.

## 17. Effect of Termination and Retention Period

Post termination date, Dakar has no obligation to host or maintain your content. None the less your account will remain in service until the end of that year, after which service will be suspended for the following years. By this we mean that no further processing of data will be permitted. Access to past data will remain available for 7 years. Payment of your total outstanding balance up to termination date is to be sent to Dakar prior to the termination date. Neither party will be liable for any damages resulting from termination of this agreement, nor will termination affect any claim arising prior to the effective termination date.

## 18. Security Emergencies

If Dakar reasonably determines that the security of our Services may be compromised due to hacking attempts, denial of service attacks, or other malicious activities, we may temporarily suspend the Services and we will take action to promptly resolve any security issues. We will notify you of any suspension or other action taken for security reasons.

## 19. Refund Policy

To request a refund, please contact our accounts department – [accounts@dakarsoftware.com](mailto:accounts@dakarsoftware.com). Dakar reserves the right to review each claim on a one-to-one basis and take the necessary actions at its own discretion.

## 20. Disclaimers and Warranties

The services are provided on an “as is” and “as available” basis. While suggestions for improvements in functionality are welcome, Dakar does not warrant that said suggestions will be incorporated in the functionality of Salaroo. Dakar does not warrant that the services will be timely, uninterrupted, error-free or free of any malware. Dakar does not warrant that our services will meet your requirements, or that all errors or defects will be corrected. Use of Salaroo services is at your sole risk. Salaroo makes no express warranties and waives all implied warranties including, but not limited to, warranties of title, non-infringement, and fitness for a particular purpose regarding any information or service provided by Dakar. No advice or information given by Salaroo or its representatives shall create a warranty. Dakar and its employees are not liable for any costs, losses or damages arising directly or indirectly from your use of the services or the internet including any indirect, incidental, exemplary, multiple, special, punitive, or consequential damages. In any event, Dakar’s cumulative liability to you for all claims relating to the use of the services shall not exceed the total amount of service fees paid during the year immediately preceding a claim.

You shall indemnify and hold Dakar harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), legal fees and expenses that Salaroo may sustain or incur by reason of any breach or alleged breach of any term or condition of this agreement, or of Dakar's other agreements and policies and for any act or omission of you or your clients which are in any way related to Salaroo's service.

## 21. Privacy Notice

Your right to privacy is an important concern to us and we wish to protect the privacy of the personally identifiable information you share with us. We also believe it is important to inform you about how we will use your personal data. Therefore, we encourage you to read this Privacy Notice carefully.

We only use the information which is provided through our site to help us improve our services to you, to provide you with the products you have requested, to inform you about additional products or services that may be of interest to you, for marketing purposes and for other operational and internal purposes. Other than as described, Salaroo will not sell, trade or rent your personal information.

Salaroo will only collect your personal information (such as your name and contact details, including a valid email address) if you provide it voluntarily. If you do not want this information to be collected by us, please do not submit it. We will never pass any of these details on to any other party unless legally compelled to do so, and we will not retain your personal information longer than is necessary for the purpose for which it is collected.

In addition, while using our site we automatically track certain information about you using our own systems and that of trusted third party analytics providers. This information includes the URL that you just came from (whether this URL is on our site or not), which URL you go to next (whether this URL is on our site or not), details of the device and browser you are using, your IP address and how you interact with our site. Many sites automatically collect this information and use this data to improve their functionality and services.

We also employ the use of cookies to assist us in this process. A cookie is a small piece of computer code that enables web servers to identify users. Cookies do not store any information that you have provided to our site. They are simply identifiers. You can delete cookie files from your hard drive at any time or avoid cookies by configuring your browser to reject them or to notify you when a cookie is being placed on your hard drive.

All our payments are processed via third party payment gateways. We do not hold any credit card details ourselves.

In the event that Salaroo is merged with or acquired by another organization, or if we go out of business, enter into administration or go through some other change of control, your Content or Personal Data may be one of the assets transferred to or acquired by a third party.

We will, from time to time, send all registered users a newsletter, but you may opt out of this at any point. We will not send more than one newsletter a month and our newsletters will not contain any third party advertisements.

Once registered on our website, you may automatically receive from Salaroo several different emails which may contain further information, reading materials, and links that will help you get started. Here is a summary of what you can expect:

A. Trial Emails

1. Welcome on creation of site

B. Payment Card Notifications

1. Payment card expiry notifications, on the 1st, 7th, 14th and 21st days of the final month
2. Payment failure notification, leading to a contact from Salaroo's administration desk

C. Operational Notifications

1. Addition of new user – joiner invited
2. Reviews – timing options, either now or for a date scheduled in the future

Miscellaneous

This agreement, and Dakar's other agreements and policies posted on Salaroo's web site, constitute the entire agreement between you and Salaroo with respect to your use of the service. Dakar may revise, amend, or modify the Salaroo agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on Salaroo's web site: [www.salaroo.com](http://www.salaroo.com), and/or on your start pages and/or by email and/or in our various publications and mailings to you. This agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of Dakar.

No person or entity not a party to the Agreement will be a third party beneficiary. Our authorized distributors do not have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. The Agreement may be agreed to online. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third party service providers, labour disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

You may not assign your rights or delegate any of your duties under this agreement without the prior written consent of Dakar, and any attempted assignment or delegation without such consent shall be void. If one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. Dakar will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and

intent of Salaroo as reflected in the original provision. Nothing in this agreement or in the understanding of the parties construes upon the parties the status of agency, partnership, or other form of joint enterprise between the parties. Dakar may subcontract any work, obligations or other performance required of Salaroo under this agreement without your consent.

## 22. Governing Law

These terms and conditions are construed by the laws of Malta.

## 23. Intellectual Property Rights

The name 'Salaroo', all functionality included within [www.salaroo.com](http://www.salaroo.com), all reports and layouts included within Salaroo are the exclusive intellectual property of Dakar and are as such protected by copyright in favor of Dakar.