1. Terms of Use

Last Updated: October 5, 2026

1.1. YOU MUST BE AT LEAST 18 YEARS OLD TO USE THIS SITE.

1.2. Paygap Sdn Bhd and its successors, licensors, beneficiaries and / or affiliates (collectively referred to as "**PSB**", "**we**", "**us**", or "**our**") operate the website located at http://paygap.asia/, and other related websites, applications and programmes belonging to or used by PSB as services (collectively referred to as "**the Sites**").

1.3. Please read these Terms of Use (hereinafter referred to as "**Terms**", "**Terms of Use**") carefully before using the Sites. Your access to and use of the Sites is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service ("**Users**"). By accessing or using the Sites, you agree to be bound by these Terms. If you do not wish to be bound by any part of the Terms, then you may choose not to use or access the Sites. This is applicable whether you are registered or not.

1.4. Company Account is an account created by Users who are appointed representatives by each relevant company, used on behalf of such company to access the Site and / or the Services. A user who uses a Company Account shall be defined as Company Account User.

1.4.1. By creating a Company Account, the Company Account User represents that you are authorised to act on behalf of the company and uses a verified email address associated with the company which will be provided to PSB when requested.

1.4.2. The Company Account User shall be subjected to Item 4 below and further represent and warrant to provide true, accurate, and complete information of yourself and the company you represent.

1.4.3. PSB may set conditions to verify such appointed representative. However, PSB are not obligated to conduct thorough or full verification processes. Therefore, each relevant company is responsible for the accessibility of its appointed representative and any User Data and Salary Data submitted by the same.

1.5. PSB may amend and update these Terms at any time without notice or reference to you. Any amendments will be effective upon PSB posting such updated terms or

policies at the Sites. Your continued access or use of the Sites after such posting confirms your consent to continue to be bound by these Terms as amended.

2. For Informational Purposes

2.1. THE SITES DO NOT PROVIDE AND SHALL NOT CONSTITUTE AS PROFESSIONAL ADVICE.

2.2. The information provided and accompanying material shown in the Sites including but not limited to texts, graphics, reports, recommendations, results, analysis, rankings, and / or insights and other materials (hereinafter referred to as "**Content**"), are for informational purposes only and they should not be considered as professional advice. PSB does not make any guarantee or other promise as to any Content that may be obtained, generated, or recommended from the Sites or by using the generated Content. To the maximum extent permitted by law, PSB disclaims any and all liability in the event any information, commentary, analysis, reports, opinions, advice, results, and / or recommendations provided and / or generated in the Sites prove to be inaccurate, incomplete or unreliable, or result in any losses.

2.3. PSB has no obligations to pre-screen its Content and PSB may use automated tools including Artificial Intelligence technology to review, classify, create, and generate Content and is not obligated to pre-screen its Content on the Sites.

2.4. The Content may be generated based on a limited set of knowledge database and is designed only to as a supportive informational tool. Therefore, you shall assume full responsibility for any use of and / or reliance upon the Content and / or information generated in the Sites.

2.5. Reliance on any information and Content provided by the Sites is solely at your own risk. PSB does not warrant the clinical accuracy or reliability of the information provided by the Sites and expressly disclaims all liability for any actions or omissions made based on such information shown in the Sites.

2.6. PSB does not recommend or endorse any specific procedures, opinions, or other information that may be mentioned and / or advertised on the Sites. Some of the content on the Sites may be provided by third parties or other Users and PSB is not in the position to verify these content and does not warrant that such content are true, accurate or complete.

3. Services

3.1. PSB provides a transparent salary platform for to analyse and give equal access to salary trends through shared remuneration information and career experiences. Users use the Services to submit salary and other remuneration information, share their career experiences, browse and compare salary information, and access related reports, analyses and insights. Companies / Employers may use the Services to subscribe to compensation benchmarks, license compensation data, and provide their own remuneration information and benefits.

3.2. The Services may include accessory features to enhance PSB's main service which shall be taken as features complementary to the Services and may not be accurate and precise.

Job Listing

3.3. Users may create a candidate profile on the Sites to search for jobs and for recruiters to find their candidate profile while Company Accounts may search for job seekers on the Site.

3.4. False, discriminatory, illegal and / or misleading listings may be rejected or removed at PSB's sole discretion.

3.5. The Services may change from time to time in PSB's sole discretion. PSB does not guarantee to offer, or to continue to offer, any particular feature of the Services and / or the Sites.

4. **Representations, Warranties, and Undertakings**

4.1. When you registered / signed up on the Sites, you would be creating an account with PSB by entering your name, email address, username, password, and any other information requested in the Sites and collected by PSB (hereinafter collectively referred to as "**Account Information**").

4.2. You agree that the Account Information provided to us at all material times, including during the registration / sign up to the Sites and User Data (defined below) are true, accurate, current, and complete.

4.3. You may not transfer or share your account with anyone else. You are responsible for maintaining the confidentiality of your Account Information, the User Data, Content, and all other usage of the Sites under your account.

4.4. PSB reserves the right to take any and all action as it deems necessary or reasonable, against your account with regards to the security of your Account Information and the Sites.

4.5. PSB shall not be held liable to you for any liabilities or damages resulting from or arising from your use of the Sites and / or the Content and / or your negligence in providing the Account Information and / or User Data.

4.6. By accessing or using the Sites, you represent, warrant and / or undertake that:

a) you will only use the Sites for their intended and lawful purposes;
b) you will not create fake accounts, impersonate another person(s) or company(ies);
c) you will not conduct manipulation on any part of the Sites including without limitation to ranking manipulation, bots, scraping, bulk downloads, and any interference with security of the Sites;
d) you will not attempt to commercially exploit any part of the Sites including without limitation to modifying its Content in any way, copy, reproduce, resale, publicly display, distribute, share bills, share accounts or otherwise use or communicate them for any public or commercial purposes;
e) you will not impair or circumvent the proper operations of the Sites nor will you reverse engineer them or attempt to do so; and / or
f) you will not authorise others to use or otherwise transfer or assign your account to another person or entity

5. Proprietary Rights

5.1. The Sites and PSB's Content which shall be defined as the data, workflow, processes, user interface, designs, analysed data, aggregated data, and other technologies provided to the User via the Sites by PSB are the proprietary property of PSB and all rights, intellectual property rights, titles, and interests of such remains with PSB. This Terms does not grant the User any ownership rights in or to the Services, the Sites, and PSB's Content, but merely grant a licence to use to the User for the period of time that the User access the Sites and revoked after the User exits the Sites.

5.2. "MalaysianPAYGAP" and "PAYGAP Asia" and other related graphics, logos, trademarks, service marks and trade names used on or in connection with the Services are the trademarks of PSB and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of

their respective owners. Nothing in this Agreement or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of PSB's intellectual property displayed on the Sites without our prior written permission in each instance.

Company Accounts

5.3. Company Accounts may submit and upload its logo and trademarks for the purposes of display on the Sites. By doing so, the Company Account Users warrant and represent that you have the authority and rights to do so and therefore grant PSB a worldwide, non-exclusive, royalty-free, revocable license to host, store, use, and publicly display such logo and trademarks for the intended use. The logo and trademarks submitted and uploaded by the Company Account Users shall remain the intellectual property of the relevant company associated with the Company Account.

5.4. Company names, logos and trademarks displayed in the Sites are used solely to identify the companies / employers to which the relevant information relates and remain the property of their respective owners. Unless expressly stated otherwise, their inclusion does not imply any affiliation between PSB and the relevant company, or any sponsorship, endorsement or approval of PSB or its Services by that company. Salary Data associated with a company should not be taken as having been supplied, verified or approved by that company merely because its name, logo or trademark is displayed with it.

User Data

5.5. User Data shall be defined as all information, data, reports, and materials which are input into, uploaded to or stored on the Sites by you, including but not limited to salary information, education level, employment experience, and employment information.

5.6. PSB will collect User Data and by using the Sites, you are granting PSB a license to copy, reproduce, store, export, adapt, edit and use the User Data, to the extent required for PSB:

a. to deliver its products, services, and to enable usage of the Sites; and / or

b. to generate reports and statistics, which will be used in case studies, white papers, rankings, reports, analytics and industry insights.

5.7. You are responsible for the User Data input into the Software including to ensure its accuracy, truth, and that it does not violate any applicable laws or these Terms.

5.8. As a User, you grant PSB a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable and sublicensable right to use, modify, create derivative works of, and anonymize and aggregate User Data to provide and improve the Services and develop new products and services.

6. User Data collected by PSB shall be de-identified and sanitised before its usage.

6.1. The aggregated and anonymized compensation analysis and information created from User Data, and any compensation information contained in or derived from your submission that PSB displays, licenses or otherwise makes available is Salary Data, which is exclusively owned by PSB as its intellectual property, and is not User Data.

6.2. That being said, PSB cannot guarantee that a User's submission is fully anonymous. In particular, details such as company, job title, level, and location, respectively or collectively may allow a submission to be attributed to you or to a small group of people, it is your obligation to not include identifying details in your submission.

6.3. By making a submission, you choose to make public the information incorporated into Salary Data, and you intend that information to be available to others in the Sites. PSB may display, license and otherwise make available the compensation information in a submission and may use service providers to process User Data. No compensation is due or payable to you in connection with PSB's exercise of these rights, and you waive any right to such compensation to the maximum extent permitted by applicable law.

6.4. PSB does not make any warranties, guarantees, and / or representation that the Site is suitable to or applicable for you.

6.5. Any company rankings are intended to be informational, based on User Data. Company rankings do not constitute any endorsements or defamatory remarks on the relevant company as it is a published report of User Data including surveys. PSB is not liable to any direct or indirect damages and / or losses arising from low ranking of any one company.

7. Salary Data

7.1. Salary Data are the processed, aggregated and anonymized materials including compensation analysis, reports, ranged data points, individual compensation data points, rankings, and any other materials derived from User Data (collectively, "**Salary Data**").

7.2. Salary Data and Content are all provided based on submissions by third parties. PSB may, but is not obligated to, review or verify any of these submissions, and does not warrant or guarantee that any submission or that Salary Data, Content, and / or User Data are accurate, complete or current.

7.3. If PSB marks or identifies a submission as verified, such verification and marking means only that PSB has reviewed supporting documentation that are submitted by a User for such verification, and is not a representation or warranty of accuracy. Notwithstanding the above, you acknowledge and agree that PSB has no obligation to verify the Salary Data / User Data.

7.4. As part of the verification process, PSB shall have full and sole discretion to create verification conditions and to reject any submissions without further reference to the User.

7.5. Salary Data and the Content are made available to Users for the purpose of generalised comparison only and may be rounded, aggregated or otherwise adjusted.

7.6. PSB retain sole discretion on the methodologies employed by PSB to achieve Salary Data and the Content.

7.7. PSB ASSUMES NO RESPONSIBILITY, AND DISCLAIMS ALL LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OR AVAILABILITY OF THE SALARY DATA, CONTENT, USER DATA OR ANY OTHER INFORMATION MADE AVAILABLE THROUGH THE SERVICES.

8. Job Listing

Candidate Profile Users

8.1. If a User creates a candidate profile which will be made available to the Company Account Users and / or any recruiters registered with PSB (collectively known as "**the Recruiters**"), you hereby grant PSB the right to share your candidate profile with the Recruiters and the right to transfer your candidate profile to, and create candidate or application records in, a Recruiters' systems.

8.2. You may remove your candidate profile from the Sites at any time, however such removal applies only to future searches and outreach; it does not recall information already provided to the Recruiters, and the Recruiters that previously saved or contacted you may retain access for a period.

8.3. PSB does not guarantee any outreach, interviews or job offers.

The Recruiters

8.4. The Recruiters may use the candidate profile and information within it solely to evaluate and contact candidates for opportunities with the Recruiters. Each Employer shall: (a) keep candidate information confidential; (b) not sell, license, scrape, bulk-export or redistribute candidate information, use it to build or augment any database, or use it to train any artificial intelligence or machine learning model, in each case; (c) comply with applicable employment, anti-discrimination, and privacy laws; (d) be responsible for the accuracy and lawfulness of the information it provides for display to candidates; and (e) be responsible for all its information displayed in its account and credentials.

8.5. Candidate Profile Users and the Recruiters agree for PSB to process candidate information, solely to provide the Services to them, subject to the Privacy Policy.

8.6. PSB may suspend or revoke an Users' access at any time, with or without notice, for any reason.

9. **Disclaimers**

9.1. You irrevocably and unconditionally agree that PSB shall not be liable to you for any direct, indirect, incidental, special, consequential, exemplary or punitive damages, general damages, or any other damages and losses arising out of or resulting from a) the use or inability to use the Sites; b) the use of the Content or any other material found in the Sites; or c) any other matter related to the Sites.

9.2. You expressly understand and agree that your use of the Site and Services is at your sole risk, and the Site and Services are provided on an "as is" and "as available" basis.

9.3. You irrevocably and unconditionally agree that in any event, PSB's total liability to you (whether in contract or tort) (if any) shall not exceed the amount paid by you to PSB (if any).

9.4. If any portion of this limitation of liability is found to be invalid under the law, PSB's liability shall be limited to the maximum extent permitted by applicable law.

9.5. PSB makes no warranty, representation or condition that: (a) The Sites and / or the Services will meet your requirements; (2) your use of the Sites and / or the Services will be uninterrupted, timely, secure or error-free; or (3) the Salary Data and / or the Content are accurate or reliable.

9.6. From time to time, PSB may offer new "beta" or "experimental" features or tools with which the Users may experiment with. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at PSB's sole discretion.

9.7. You acknowledge and agree that the Services incorporate advanced technologies, such as Artificial Intelligence, machine learning systems and similar technology and features (collectively, "AI Technology"), which may be provided by or use third-party models and services. Your inputs, including uploaded documents, may be processed by such third-party providers on PSB's behalf as described in the Privacy Policy.

9.8. PSB will use AI Technology responsibly and use models from reputable AI companies as far as possible. However, PSB bears no liability to you or anyone else arising from or relating to the use of any of the features or any actions taken by the AI Technology.

10. Prohibited Data

10.1. As a User, you agree not to use the Sites and the Services to submit, store, transmit, process or otherwise handle libellous , unlawful, tortious materials or materials in violation of third-party rights in any way.

10.2. You are solely responsible for reviewing, deciding, and submitting any documents and materials uploaded to the Sites. PSB disclaims all liability arising from or related to any prohibited data uploaded or otherwise made available by you through the Sites and Services.

11. Payments

11.1. PSB may charge fees for the use of certain Services which are subscribed by any one User for features offered with its pricing described on the Site or in a separate

written agreement ("**Subscription Services**"). PSB reserves the right to change or remove any of Subscription Services in PSB's sole discretion.

11.2. The Subscription Services are governed by the terms and conditions herein and this Item 11 serves to further supplement the governance of the Subscription Services.

11.3. By subscribing to the Subscription Services, you agree and acknowledge that all fees are payable to PSB in advance. You agree to pay all fees and charges to your Account in accordance with the fees, charges and billing terms in effect when they become due and payable.

11.4. By providing your payment information to PSB or its third party payment service provider(s), you agree that PSB is authorized to immediately invoice your Account for all fees and charges due and payable to PSB hereunder and that no additional notice or consent is required.

11.5. PSB reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Subscription Services or by e-mail to you, provided that the price change takes effect at the beginning of the next subscription period after notice of the change.

11.6. The Subscription Services shall be made available to you as soon as payments are successful and lasts for sixty (60) calendar days.

11.7. The payments made are non-transferable and non-refundable.

11.8. PSB reserves the right to suspend or stop the Subscription Services at any time if payments are not received or fraudulent, reversed or charged-back payments are detected.

11.9. Reasonable web downtime are expected and will not give rise to any rights to refund.

12. Privacy

12.1. PSB shall comply with the Personal Data Protection Act 2010. You may access our Privacy Policy here. PSB devotes considerable effort towards ensuring the security of your personal information. User Data is stored on secure servers maintained by PSB or our licensed third party supplier.

13. Deletion and Termination

13.1. Users may delete its account which will result in its private profile data being removed from the Sites where its User Data will be removed but NOT Salary Data and / or the Content which are anonymised aggregations and the intellectual property of PSB.

13.2. PSB has the sole discretion to delete or remove any accounts it thinks necessary without notice or further reference to any User.

13.3. PSB has the sole discretion to correct, delete and / or remove any inaccurate, manipulated, abusive or unlawful data.

14. Governing Law

14.1. This Terms is governed under the laws of Malaysia.

PSB may be contacted via email at: hello@paygap.asia
For full database opt-out requests, email at: optout@paygap.asia
Company Account Users may request to opt-out at: hello@paygap.asia