

Terms and Conditions

Updated on 14th January 2026

Please read these terms and conditions (Terms and Conditions) carefully to understand how Software Optima Sdn. Bhd. (hereinafter referred to as “SWOPT”, “The Company”, “our”, “us”, or “we”) handle the Leave Application that you submit to us. By applying a leave of absence with us, you are consenting to the following terms and conditions:

1. This Terms and Conditions & You

- 1.1. This Terms and Conditions policy is established in accordance with the [Sarawak Labour Ordinance 1958](#) (“Labour Ordinance”), [Malaysia Employment Act 1955](#) (applicable only in Peninsular Malaysia), [Electronic Commerce Act 2006](#), and [Personal Data Protection Act 2010](#) (PDPA). This Terms and Conditions outlines the rights, interests, obligations and duties of SWOPT in the collection, gathering, recording, holding, storing, disclosing or processing (as defined in Appendix A) of leave of absence applications.
- 1.2. For the purpose of this policy, the expression “The Employee”, “the Employee”, “you”, “yours” or any other cognate word or expression of similar nature shall mean a natural person who is an employee of SWOPT or natural person constituting a partnership and are bound by terms in the Labour Ordinance.

2. Provisions to cancel, rescind, or truncate leave of absences by SWOPT

- 2.1. SWOPT reserves the right, at its sole discretion, to cancel, rescind, or truncate any period of approved leave should operational requirements or the best interests of the Company necessitate the employee's presence.
- 2.2. Subject to clause 2.1, in such events, the employee may be required to remain at or return to duty prior to the expiration of the authorised leave period.
- 2.3. The Company will endeavor to provide reasonable notice and compensation in circumstances as ascribed in clause 2.1, and the employee agrees to comply with any such directive to return to work.

3. Changes to Terms and Conditions

- 3.1. You hereby accept that SWOPT may revise and/or modify this Terms and Conditions policy from time to time. In the event of such revision and/or modification, SWOPT will communicate such revision and/or modification on SWOPT website or such other mode as SWOPT may deem appropriate.
- 3.2. You are encouraged to visit SWOPT website from time to time for the most up-to-date Leave Application Notice.
- 3.3. By continuing to submit Leave Application(s), you agree to be bound by, accepted, and/or consented to such revision and/or modification.

4. Language

- 4.1. This Terms and Conditions agreement is issued in English, Simplified Chinese, and Bahasa Malaysia. In the event of any inconsistencies or discrepancies between the English version and versions in any other languages, the English version shall prevail.

This policy shall be governed by and construed in accordance with the laws of Malaysia, and the parties submit to the exclusive jurisdiction of the High Court in Sabah and Sarawak.

Appendix A: Leave Policy Terms & Definitions

Glossary

Term	Definition
“SWOPT”, “The Company”	Refers to Software Optima Sdn. Bhd., the legal entity and employer responsible for authorising leave and managing business operations.
“The Employee”	The individual employed by Software Optima Sdn. Bhd. who is bound by these terms.
“Leave”, “Leave of Absence”	means the time when The Employee has permission to be absent from work or duty in The Company
“Leave Application”	means a formal written or digital request (including but not limited to submissions via SWOPT’s portal at fis.swopt.com , email, or other digital platform authorised SWOPT) from The Employee to The Company for permission to be absent for work.
“Processing”	means the act of collecting, recording, verifying, holding or storing, approval or rejection of the Leave Application
“At its sole discretion”	The absolute right of the Company to make a decision without needing agreement or approval from the employee.
“Cancel”, “Rescind”	To withdraw or void a leave approval before the leave period begins.
“Truncate”	To shorten an ongoing leave period, effectively changing the return date to an earlier time.
“Operational Requirements”	Business-critical needs, such as urgent project milestones, emergency staffing shortages, or technical crises.
“Best interests of the Company”	Any situation where the Company’s health, reputation, or productivity takes priority over individual leave schedules.
“Expiration”	The originally scheduled end date and time of the approved leave.

Leave Application Terms and Conditions

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“Reasonable notice”	A notification period that is fair and practical under the specific circumstances (determined by the urgency of the business need).
“Directive”	A formal, mandatory instruction from Software Optima Sdn. Bhd. that the employee is expected to follow.