

## TERMS OF USE

This Website Terms of Use Agreement (“Agreement”) is made effective as of today’s date and describes the terms by which Kuwaitnris.com, (“Kuwaitnris.com”) offers you (“Employer” or “Recruiter”) use of the Kuwaitnris.com recruiting website (“Website” [www.Kuwaitnris.com](http://www.Kuwaitnris.com)).

(“Website”) for the purpose of interacting with individuals or entities assisting in the delivery of resumes to Employers via transmission by Recruiters. For good and sufficient consideration, the receipt of which is acknowledged hereby, the parties agree as follows:

### **General**

Kuwaitnris.com provides an on-line networking platform that connects employers and recruiters. Kuwaitnris.com may in its sole discretion change, modify, suspend, make improvements to or discontinue any aspect of the Website, temporarily or permanently, at any time.

Neither Employers nor Recruiters are required to pay a sign-up fee to enroll with Kuwaitnris.com.

### **Postings and Rights**

By posting a job to the Website, you agree that Kuwaitnris.com may use that posting in the normal course of business of running the Website. Employer hereby authorizes Kuwaitnris.com to include Employer’s name on its standard customer list, in a manner consistent with, and of no greater prominence than, the identification of other users. The Website, including without limitation, all copyrights and patents relating thereto and trademarks used thereon, is the sole and exclusive property of Kuwaitnris.com.

### **Registration**

Kuwaitnris.com shall not be deemed a trustee, employer or agent of either employers, recruiters or candidates.

### **Communications with Kuwaitnris.com**

Except as herein expressly provided, all notices or requests required to be given under this Agreement and all other communications related to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by overnight courier or fax or mailed, first class, by registered or certified mail return receipt requested, addressed as follows, and shall be effective when received. All notices and other communications to Kuwaitnris.com required under this Agreement shall be directed to **<<Address >>or <<email >>**

### **Reporting of Violations**

As Kuwaitnris.com asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by the Website violates your copyright, you are encouraged to notify Kuwaitnris.com. If you suspect that a user has violated your rights, or has posted content that is obscene, lewd, lascivious, excessively violent, harassing,

objectionable, or otherwise in violation of this Agreement, a Kuwaitnris.com policy or the law, you should report the suspected violation to Kuwaitnris.com at << email >>.

### **Website Restrictions**

You are entirely responsible for the content you post (including, but not limited to, job postings and company descriptions) to the Website. When you post content to the website, you thereby represent and warrant that: (i) your posting is not obscene, libelous or slanderous, does not violate any applicable law, regulation, or rule, including without limitation those related to labor and employment; (ii) your access to and use of the Website will be in accordance with this Agreement and with any applicable laws or regulations;

You agree not to do any of the following: (i) notwithstanding anything to the contrary contained herein, use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Website other than the search engine and search agents available from Kuwaitnris.com on the Website and other than generally available third party web browsers; (ii) attempt to decipher, decompile, disassemble or reverse engineer any of the software embodied in the Website; (iii) use the Website to contact others in an attempt to circumnavigate Kuwaitnris.com; (iv) solicit or accumulate Candidate resumes to promote such Candidate to potential employers outside of the Website; and (v) use, or access the Website for the purpose of initiating, advising, developing, operating a product or on-line marketplace in competition with the Website.

If a Recruiter successfully places a Candidate with a given Employer, then Recruiter may not knowingly, until the twelve (12) month anniversary of that Candidate's Start Date initiate communication for the purpose of representation with any employees of that Employer. For the avoidance of doubt, Recruiters may represent such employees, but only if communications are initiated by the given employee.

### **Marketplace Risks**

You agree and acknowledge that: (i) Kuwaitnris.com acts as an avenue for employers to post job opportunities and Recruiters to submit Candidates, and Kuwaitnris.com does not screen or censor the listings offered. Kuwaitnris.com is not involved in the actual transaction between Employer and Recruiter; (ii) Kuwaitnris.com has no control over the quality, safety or legality of the resumes posted, the truth or accuracy of the listings, the ability of Recruiters to fill job openings and makes no representations about any resumes or content on the Website; (iii) There are risks associated with your use of the Website, including but not limited to the risk of physical harm, of dealing with strangers, foreign nationals, underage persons or people acting under false pretenses; and (iv) Because user authentication on the Internet is difficult, Kuwaitnris.com cannot and does not confirm that each Recruiter, Employer and Candidate is who they claim to be.

Kuwaitnris.com is not an employer or agent with respect to your use of the Website and Kuwaitnris.com shall not be responsible for any specific results from use of Website and Kuwaitnris.com shall not be responsible for any employment decisions, for whatever reason made, made by Employer, Recruiter or Candidate. Kuwaitnris.com cannot guarantee and does not promise any specific results from use of Website. No advice or information, whether oral or written, obtained by you from Kuwaitnris.com or the Website shall create any warranty not expressly stated herein.

### **Disclaimer of Warranties and Limitation of Liability**

You agree that your access to and use of, or inability to access or use, the website is at your sole risk. The Website is provided “as is” and Kuwaitnris.com makes no representations or warranties of merchantability, fitness for a particular purpose, or non-infringement without limiting the foregoing, Kuwaitnris.com makes no representation or warranty that your access to or use of the website will be uninterrupted or error-free. Some Jurisdictions may not allow the exclusion of certain implied warranties or the limitation of certain damages, so some of the above disclaimers, waivers and limitations of liability may not apply to you.

Notwithstanding anything to the contrary contained herein, except for obligations of an indemnifying party, no party will be liable to any other party for incidental, indirect, consequential, special, punitive or exemplary damages of any kind – including lost revenues or profits, loss of business or loss of data – related to this agreement or the services provided hereunder (including without limitation as a result of any breach of any warranty or other term of this Agreement), regardless of whether the party allegedly liable was advised, had other reason to know, or knew the possibility thereof. Moreover, except for obligations related to indemnification obligations or post content, in no event will the aggregate liability for any and all claims arising out of or related to this Agreement exceed the fees paid for use of the Website during the one year period prior to the date where a claim is made. The Parties agree that this limitation of liability represents a reasonable allocation of risk.

Recruiters have pledged to comply, upon Employer’s request, with all aspects of the OFCCP Regulations at 41 CFR Part 60-1 which relate to the definition of internet applications and all related record-keeping requirements. You agree and acknowledge that Kuwaitnris.com does not and cannot determine whether Recruiters, candidates or Employer comply with such a pledge.

### **Indemnity**

You shall defend, indemnify and hold harmless Kuwaitnris.com and its shareholders, directors, officers, employees, agents, representatives, affiliates, parents, subsidiaries, and licensors (collectively, “Kuwaitnris.com Indemnified Parties”) from and against any and all alleged or actual damages, costs, liabilities, and fees (including without limitation reasonable attorney’s fees) that arise from or relate to any and all alleged or actual claims, actions, demands, causes of action and other proceedings (“Claims”) (i) brought by a breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (B) your access to or use of the Website. The Kuwaitnris.com Indemnified Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim for which you are required to defend, indemnify or hold harmless the Kuwaitnris.com Indemnified Parties (“Indemnified Claim”), provided that your obligation to pay Kuwaitnris.com’s attorney’s fees shall only extend to Kuwaitnris.com’s reasonable attorney’s fees. You may not settle any Indemnified Claim without the prior written consent of the concerned Kuwaitnris.com Indemnified Parties.

Kuwaitnris.com shall defend, indemnify and hold harmless you and your shareholders, directors, officers, employees, agents, representatives, affiliates, parents, subsidiaries, and licensors (collectively, “Employer Indemnified Parties”) from and against any and all Claims arising out of or relating to any allegation that the Website, or Employer’s use thereof in accordance with this Agreement, violates the copyright, trademark, or patent rights of any third party. The Employer Indemnified Parties will have the

right, but not the obligation, to participate through counsel of their choice in any defense by Kuwaitnris.com of any Claim for which Kuwaitnris.com is required to defend, indemnify or hold harmless Employer Indemnified Parties, provided that our obligation to pay your attorney's fees shall only extend to reasonable attorney's fees. Kuwaitnris.com may not settle any indemnified Claim without the prior written consent of the concerned Employer Indemnified Parties.

### **Termination**

Either party may terminate this Agreement for any reason or no reason at all, with or without cause, and upon written notice to the other party.

### **Survival**

The second paragraph of Postings and Rights, and Disclaimer of Warranties and Limitation of Liability, Indemnity, Termination, survival Miscellaneous shall survive the termination of this Agreement.

### **Miscellaneous**

You agree that the Uniform Computer Information Transaction Act or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement or Website. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein. You and we acknowledge that each has requested that this Agreement, all ancillary documents and this Website be drawn up in the English language only.

Kuwaitnris.com makes no claims that the Website may be lawfully viewed or accessed outside of the << Country >>. Access to the Website may not be legal by certain persons or in certain countries. If you access this Website from outside the <<country >>, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

This Agreement constitutes the entire agreement between Kuwaitnris.com and you concerning the subject matter hereof, and it may only be modified by notice signed by an authorized executive of Kuwaitnris.com and Employer or Recruiter. If any part of this Agreement is held invalid or unenforceable, that part will be altered and construed to reflect as nearly as possible the parties' original intent, and the remaining portions will remain in full force and effect. This Agreement may only be amended by a writing executed by each party.

This Agreement shall be governed by the laws of the <<Country >>, without regard to its principles of the conflicts of laws.

IN WITNESS WHEREOF, the parties agree to be bound by the terms of this Agreement and all Exhibits thereto: