

TERMS OF USE

1. DEFINITIONS

1.1 For the purpose of the present Terms of Use and the subsequent Agreements, the following terms shall have the following meanings:

“Agreement” refers to the agreement signed between RECVOLT and a User, namely an Employer or a Recruitment Agent, including specific provisions in relation with the services.

“Candidate” is an individual whose details are submitted by the Recruitment Agent for a specific Job Vacancy through the RECVOLT platform.

“Candidate Information” refers to all information that have to be provided to the Employer in relation to any Candidate for Job Vacancy during the Recruitment Project and through and within the format provided by the RECVOLT Platform

“Employer” refers to a registered user, being a legal entity (incl. affiliates, subsidiaries, branches or partner companies thereof), represented by one or more representative(s) of such legal entity publishing a Job Vacancy through the Platform with the aim to find a suitable candidate via RECVOLT Platform. A registered Employer is a customer of RECVOLT.

“Force Majeure Event” is defined in clause 5.1

“Job Vacancy” being an open position published by an Employer or its subsidiaries on the RECVOLT Platform to be communicated to a Recruitment Agent.

“Offer Price” refers to the remuneration proposed by the Employer to a Recruitment Agent for successful completion of a Recruitment Project, inclusive of RECVOLT Fee.

“Party/Parties” refer to entity/entities, namely Employer or Recruitment Agent having signed a subsequent Agreement

“Platform” refers to RECVOLT’s operating system and website

“Recruitment Agent” refers to a registered user, being a company or individual specialized in recruiting services and providing candidate(s) to Employer(s) upon publishing of a Job Vacancy and upon provision by the Employer of a specific Recruitment Project.

“Recruitment Agent Invoice” is the invoice provided by the Recruitment Agent to RECVOLT upon successful completion of a Recruitment Project

“Recruitment Project” defines the process of recruiting a candidate from the publishing of the Job Vacancy till the effective hiring of a suitable candidate provided by a Recruitment Agent through the RECVOLT Platform or any other way.

“RECVOLT Fee” is 15% of the Offer Price proposed by the Employer

“RECVOLT Invoice” refers to an invoice issued by RECVOLT to the Employer which encompasses the Recruitment Agent Invoice and RECVOLT Fee upon completion of a Recruitment Project

“RECVOLT Refund Invoice” refers to an invoice issued by RECVOLT to the Recruitment Agent claiming the refund of the remuneration received by the Recruitment Agent in the event of failure of the Candidate’s engagement within 3 months within the limits set in the Agreements

“Refund Claim” refers to the claim notified by the Employer to RECVOLT claiming the refund of the remuneration paid to the Recruitment Agent, i.e. the Offer Price less RECVOLT Fee, in the event of failure of the engagement within 3 months within the limits set in the Agreements

“User” refers to the respective user of the internet portal and Platform of RECVOLT (www.recvolt.com including all other sub-, alias- and alternate domains) being Employer or Recruitment Agent, and any of his representation affiliates, branches, sister companies, etc.

1.2 Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

2. ACCEPTING THESE TERMS OF USE

- 2.1. RECVOLT agrees to grant access to the User subject to the terms and conditions of these Terms of Use (hereinafter also "Terms"). The User agrees that the use of the Platform is indicative of acceptance of these Terms. Should the User not agree or comply with (or cease to agree or comply with) any provisions of these Terms, he must immediately cease using the Platform.
- 2.2. The User understands that the use of the services offered by RECVOLT is subject to registration process of the User and the execution of the Agreement. If he does not accept the Agreement in its entirety, the User may not access or use the services of the Platform in its entirety. If a User agrees to the Terms of Use and/or to the Agreement on behalf of an entity, he represents and warrants that he has the authority to bind that entity to the Agreement. In that event, "User", "he" and "his" will refer and apply to that entity and to the representative.
- 2.3. The access to and use of the Platform is also governed by information, guidelines and policies made available on the Website. In case of any conflicts between these Terms, the Agreement and the Website, the Agreement shall prevail.
- 2.4. In particular, the User consents to and acknowledges that he is participating in a recruitment process by using the Platform. This may result in an obligation of confidentiality and privacy, as well as in the submission of personal and private information that will be reviewed and shared by people involved in the process.
- 2.5. RECVOLT may revise these Terms at any time by adding, modifying or deleting terms. The new Terms shall be binding immediately after the updated version has been uploaded to the Website, or as the case may be, communicated to the User by email to the registered email address associated with the User's Account or by any other way or when the User expressly agrees to the new Terms or a version of these Terms incorporating the changes, whichever comes first.

3. OPTING OUT

- 3.1. By accepting these Terms and signing the subsequent Agreement, the User warrants that he will not circumvent the Platform, and that all Recruitment Projects initiated on the Platform must be performed and finalized via the Platform
- 3.2. Where a User deregisters from the Platform (or stop using the Platform) he must not solicit any other Employer or Recruitment Agent from the Platform for a period of 18 (eighteen) months from his last login date.
- 3.3. Notwithstanding above-mentioned clauses 3.1 and 3.2, the Recruitment Agent and Employer may engage outside of the Platform by choosing to 'opt out' of the Platform by:
 - a. Giving a written notice to RECVOLT; and
 - b. The Employer and the Recruitment Agent, being jointly and severally liable, paying within a period of 18 (eighteen) months the to RECVOLT, which shall be calculated as the higher of:
 - i. The amount of AED 200,000.00; or
 - ii. The amount equivalent to the RECVOLT Fee that would have been payable to RECVOLT should the Recruitment Project(s) have been performed on the Platform.
- 3.4. Where the Employer and/or Recruitment Agent do not 'opt out' as set out in above-mentioned clause 3.1, but circumvent the Platform without paying the Release Fee in accordance with above-mentioned clause 3.3 b., the Employer and/or Recruitment Agent shall be jointly and severally liable towards RECVOLT to the payment as liquidated damages, of a penalty equivalent to three times the Release Fee. The above claims are immediately due without the need of any Court order.
- 3.5. Without prejudice to the foregoing, RECVOLT reserves the right to pursue Users who circumvent the Platform to the fullest extent permitted by law.

4. TERMINATION

- 4.1. RECVOLT reserves the right to terminate these Terms, the subsequent Agreement and the User Account (including username and password) in the following cases:
 - a. If for any reason RECVOLT decides to discontinue providing the services, by providing at least a 3 (three calendar days' notice (which may be provided by email or any other mean);

- b. If the User has breached any of the terms of these Terms, immediately without notice;
- c. If the use of the services by the User has been in any way improper or in breach of the spirit of these Terms, immediately without notice; or
- d. If the User has passed away or been declared bankrupt, immediately without notice.

- 4.2. The User may terminate these Terms, the subsequent Agreement and his Account (including his username and password) at any time by sending an email; the termination shall then occur within 7 (seven) calendar days after receipt of the same on RECVOLT's servers.
- 4.3. Termination of these Terms is without prejudice to and does not affect the accrued rights or remedies of RECVOLT and/or the User arising in any way out of these Terms up to the date of expiry or termination.
- 4.4. The rights and obligations under the relevant provisions of clauses 3, 6, 7 and 8 shall survive termination of these Terms, as well as any other provisions that are intended or expressed to survive termination.

5. FORCE MAJEURE

- 5.1. A Force Majeure Event includes, but is not limited to, the following:
- a. any act, event or occurrence (including without limitation any strike, riot or civil unrest, act of terrorism, war, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in RECVOLT's opinion, prevents RECVOLT from offering the services; or
 - b. any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or
 - c. the failure of any relevant supplier, or partner or third party in relation to the operation of the Platform or the performance of the services.
- 5.2. If a Force Majeure Event exists, RECVOLT may without notice and at any time, acting reasonably, take one or more of the following steps:
- a. suspend or modify the services; and/or
 - b. suspend or modify the application of all or part of these Terms to the extent that the Force Majeure Event makes it impossible or impracticable for RECVOLT to comply thereto.
- 5.3. The User agrees that RECVOLT will not be liable in any way to him or to any other person in the event of a Force Majeure Event, nor for its actions pursuant to this provision and these Terms if RECVOLT decides to take such action or decides to terminate the relation with a User, either permanently or temporarily. RECVOLT and/or the User shall be released of all responsibilities for partial or full non-fulfilment, as well as for improper fulfilment of the obligations under these Terms, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event.

6. LIMITATION OF LIABILITY

- 6.1. The User agrees that he uses the Platform at his own risk.
- 6.2. The User acknowledges that RECVOLT is not responsible for the conduct or activities of any User and that RECVOLT is not liable for such under any circumstances.
- 6.3. In no event will RECVOLT, its affiliates, licensors, services providers, employees, agents, officers or directors be liable, under any legal theory, for any kind of damages (direct, indirect, special, incidental, consequential or punitive), including but not limited to loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss, arising out of or in connection with the User's access to, use of, or inability to use the Platform or any content, the Website or any content, any websites linked to it, or in any way relating to an experience itself (or the provision or non-provision of an experience), whether caused by breach of contract, tort (including negligence), warranty or otherwise and whether or not RECVOLT knew or should have known of the possibility of such damage.

7. INDEMNITY

The User agrees to indemnify RECVOLT for any loss, damage, cost or expense that RECVOLT may suffer or incur with respect to third parties as a result of or in connection with the User's use of or conduct in connection with the Platform, including any breach by the User of these Terms.

8. CONFIDENTIALITY

- 8.1. The Parties to the Agreement are obligated to maintain confidentiality with regard to any business events, information including results of RECVOLT and the Employer, or of companies affiliated with RECVOLT or with the Employer, that any of them becomes aware of while services is being provided. RECVOLT and the User shall take responsibility for seeing to it that the corresponding confidentiality is imposed upon each employee and sub-contractor used by themselves. The confidentiality obligation will also continue after the termination of any Agreement.
- 8.2. The Parties to the Agreement shall maintain confidentiality with regard to the content of any Agreement and not make it available to third parties unless that is necessary for proper execution. If information - regardless of the type - has to be passed along to third parties, the respective Party to this Agreement shall obligate the third party to maintain confidentiality with regard to the information that is obtained. If business and/or operational documents are shared between the Employer, RECVOLT and the Recruitment Agent, they are to be stored in a careful manner, including any copies that were made, protected against being seen by third parties.
- 8.3. Unless otherwise provided for by the applicable law, those documents shall be given back to the provider of the documentation in a complete and orderly manner at the end of the contract period at the latest, without any special request being necessary for this.
- 8.4. During a search, the Recruitment Agent shall ensure that only persons who are participating in the process will have access to confidential information.

9. PLATFORM PROHIBITED USE

- 9.1. The User declares that he is in possession of all required permits or memberships licensing the use of the Platform, and that he is in full compliance with all requirements thereunto pertaining. The User expressly exempts and indemnifies RECVOLT from any liability for damages that may arise as a result of any violation of all applicable rules, laws and regulations.
- 9.2. The User may not combine any mechanism, software, other scripts or programs with the (simultaneous) use of the Platform that could hinder or damage the smooth execution of the Platform processes. The collection of data without express authorization from RECVOLT is strictly prohibited.
- 9.3. The data made accessible to Employers and Recruitment Agents via the Platform may be used solely for the purpose of Job Vacancy fulfillment via RECVOLT. Any undue use shall infringe these Terms and the Privacy Policy.
- 9.4. The User shall treat all accessed data confidentially. The User is not permitted to link any data published on the Platform with other internet websites or to publish any data from the Platform on any other online or offline media without the explicit approval of RECVOLT. The User authorizes RECVOLT to monitor such activities, but RECVOLT shall not be obliged to carry out such monitoring.
- 9.5. The User is responsible for the careful and confidential safekeeping of his User information (in particular username and password) and for all activities carried out through his account.
- 9.6. A User Account is a personal account; therefore the User is prohibited from sharing with third parties his personal account and from allowing third parties to use his personal account to access the Platform. This does not include rights within the scope of deputy-access or sub-accounts.
- 9.7. All messages and candidate related - data, which are exchanged on the Platform or outside of the Platform between certain addressees, shall be treated as confidential information intended only for the designated addressee(s). If a User, who is not such a designated addressee, should receive such data, he is obliged not to disseminate, distribute or copy this data, but to notify the sender immediately and delete the received data.
- 9.8. RECVOLT has only limited means to check the accuracy of submitted data, and therefore, accuracy of submitted (uploaded) data is the sole responsibility of the User. Furthermore the User declares that all of the data he publishes, shall be precise and in full compliance with all applicable legal and regulatory provisions including but not limited to those of the nations in which the User or the recipients are legal residents. The User shall not violate any rights of other Users or other third parties. The User is exclusively responsible for the data and information he provides, including but not limited to the contents they generate on the

Platform. RECVOLT shall not be liable for any violation of these provisions.

- 9.9. The User of the platform exempts and indemnifies and holds harmless RECVOLT from all damages he may cause or actually causes to other Users or other third parties, as a result of any breach by him of relevant statutory provisions, or the provisions of these Terms. The exemption and indemnification shall also include any reasonable costs incurred for legal proceedings, including but not limited to all costs arising from litigation.
- 9.10. Moreover, in the case of a claim, the User is required to immediately provide RECVOLT with all relevant information required for checking the claims and for a possible legal defense.
- 9.11. The Platform contains links and referrals to third-party websites. RECVOLT has no influence or control over the content or information contained on these websites. A link or referral does not mean that RECVOLT has approved the corresponding content. RECVOLT therefore assumes no liability for any kind of loss or damage relating to the accuracy, completeness and lawfulness of such websites, nor for any type of loss or damage arising from the use of such websites.
- 9.12. The User hereby authorizes RECVOLT to monitor, analyze and publish any statistical data, except ones marked as confidential, including but not limited to, the performance indicators, customers' and Recruitment Agents' satisfaction on the Platform. He hereby authorizes RECVOLT to cite him as reference in RECVOLT's marketing activities, provided the Employer has granted permission to RECVOLT in writing.
- 9.13. The User declares his agreement that RECVOLT may send invoices and documents to the designated e-mail address of the User.
- 9.14. In addition to other prohibitions as set forth in these Terms and to the commonly accepted standards of good conduct or table manner, the User is prohibited from using the Platform and the Website or their content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international and national regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the services or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) to interfere with or circumvent the security features of the Website or any related website, other websites, or the Internet; or (l) to offend or criticize the UAE religious, institutional or cultural principles.

10. FINAL PROVISIONS

- 10.1. A User Account that has not been used for more than 12 (twelve) months may be blocked or deleted by RECVOLT at its sole discretion.
- 10.2. RECVOLT reserves the right to change or delete data if it is deemed to be false, indecent, offensive and/or damages the interests of RECVOLT or conflicts with prevailing laws. In the case of change or deletion, RECVOLT will inform the User of such change or deletion.
- 10.3. The Platform is intended to be available 24 hours per day, 7 days per week, except during regularly scheduled as well as during additional, occasional, and/or unforeseeable urgent maintenance and repair periods. RECVOLT will endeavor to achieve the highest feasible availability of the Website and its content. However, no guarantee is given concerning availability of the Website or any of its content. RECVOLT shall not be liable for any loss or damage suffered due to non-availability of the Platform or any services and nor shall any User be liable in respect of inability to notify RECVOLT in accordance with the requirements set out herein because of the same unavailability.

- 10.4. To the extent prescribed by law, RECVOLT stores the Agreement completed with the User in electronic form, however RECVOLT is authorised to destroy the file of the Employer without approval after the expiration of 3 (three) years following the termination of the business relationship. All accounting documentation like invoices, payments, etc. shall be stored for at least 10 (ten) years in accordance to UAE Laws.
- 10.5. RECVOLT may assign the benefit of these Terms to any third-party at any time by giving the User written notice, and the User agrees to do all things reasonably necessary to effect such assignment.
- 10.6. The User must obtain the written approval of RECVOLT before assigning its rights under these Terms, and any purported assignment without such consent shall be deemed a material breach of these Terms.
- 10.7. The User and RECVOLT acknowledge that they have not relied on any representation, warranty or statement made by the other, other than as set out in these Terms.
- 10.8. The relationship of the User and RECVOLT to these Terms does not form a joint venture or partnership.
- 10.9. No clause of these Terms shall be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- 10.10. The User and RECVOLT must do anything necessary (including executing agreements and documents) to give full effect to these Terms and the transaction facilitated by it.
- 10.11. Any clause of these Terms, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms.
- 10.12. In the event of a conflict between the English text of these Terms and the text in any other language of the present document, the English text shall prevail.