# Terms of Use, Privacy Policy & Disclaimer

This website workwithemirateslogistics.net (hereinafter referred to as "WWEL") is owned, hosted and operated by Emirates Logistics LLC (hereinafter referred to as "EL"), a company incorporated in UAE. The ownership of the database of WWEL is vested exclusively with EL. Rights of access and usage are subject to the compliance with the terms and conditions set forth below.

By your acts of accessing WWEL you agree to be bound by the terms and conditions set forth below. If you do not agree with any of these terms and condition you should not access or use WWEL.

EL may amend/modify these Terms of Use at any time, and such modifications shall be effective immediately upon posting of the modified Terms and Conditions on WWEL. You may review the modified Terms and Conditions periodically to be aware of such modifications and your continued access or use of WWEL, shall be deemed conclusive proof of your acceptance of these Terms and Conditions, as amended/modified from time to time.

### **Definitions**

The term "misuse" shall mean and include all acts which are aimed at utilizing the database of WWEL for any purposes other than advertising your resumes. It shall also extend to the use of the database for commercial purposes without the express permission of EL.

The term "offensive material" shall mean and include obscene material it shall include content which is aimed at demeaning a particular class of individuals, corporate body, country etc. It shall also include content having the effect of violating the Intellectual Property Rights of others.

The terms "service" or "services" would mean and include the interactive online information service offered by WWEL on the internet through which the user may access information carried by WWEL in the database maintained by it. The terms would include the search tools through which the user can search through the hosted databases and information using a number of search tools that are present with a selection matching their search criteria.

The term "subscriber" would include any person, whether an individual who has subscribed to the services of WWEL, and to whom the access is restricted by the use of user name and a password. The user name and password are chosen by the user and agreed upon by WWEL.

The term "unauthorised user" is defined as any person who does not have a legal or a contractual right to access the services of WWEL, but does so.

#### Terms of Use

- 1. You hereby expressly agree not to use of the services of WWEL in a manner contrary to any law which might be applicable at the relevant time.
- 2. You should not access data not intended for you or log into server or account that you are not authorized to access.
- 3. You should not attempt to probe, scan or test the vulnerability of a system or network.
- 4. You should not attempt or breach security or authentication measures without proper authorization
- 5. You should not attempt to interfere with, access by any other user including but not limited to by submitting a virus of any kind or Trojan horse to WWEL, overloading, Flooding, mail bombing or crashing.
- 6. You should not copy, distribute, download, display, perform, reproduce, modify, edit, alter, enhance, broadcast or tamper with in any way or otherwise use any material contained in WWEL.
- 7. You should not copy and distribute this information on any other server, or modify or re-use information, text, graphics, sound, etc. on this Website to any other system.
- 8. You should not do reproduction of any part of the Website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or Website, whether in hard copy or electronic format, including postings to any other Website.
- 9. You should not remove any copyright, trade mark or other intellectual property notices contained in the original material from any material copied or printed off from WWEL or link to WWEL, without our express written consent.
- 10. You should not providing deeplinks into WWEL without prior permission of EL is prohibited. Extracting data from WWEL using any automated process such as spiders, crawlers etc. or through any manual process for a purpose which has not been authorised in writing.
- 11. You should not upload, post, email, transmit or otherwise make available either directly or indirectly, any unsolicited bulk e-mail or unsolicited commercial e-mail.
- 12. Subscribers shall under no circumstance sublicense, assign, or transfer the License, and any attempt at such sublicense, assignment or transfer is void.
- 13. The User / subscriber / visitor to WWEL or affiliated site(s) is prohibited from uploading, posting, transmitting, updating or sharing: any information that:
  - Belongs to another person and to which the user does not have any right to
  - Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever.
  - Infringes any patent, trademark, copyright or other proprietary rights
  - Violates any law for the time being in force

- Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature
- Impersonate another person
- Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource
- 14. Threatens the unity, integrity, defence, security or sovereignty of UAE, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation.

# **Spamming**

Is prohibited, EL reserves the right to filter and monitor and block the emails sent by you/user using the servers owned/maintained by EL to relay emails. All attempts shall be made by EL and the user to abide by International Best Practices in containing and eliminating Spam. Violations of system or network security may result in civil or criminal liability.

#### Disclaimer and warranties

The content of WWEL is provided "as is" and on an "as available" basis, without warranties or representations of any kind, either express or implied.

No information contained herein shall constitute an invitation or an offer to invest in EL or any of its Affiliates. Further, nothing contained in this Website should be construed as a recommendation to use any job or proposition to work.

This Website is controlled and operated from UAE and EL makes no representation that the materials are appropriate or will be available for use in other parts of the World. If you use this Website from outside UAE, you are entirely responsible for compliance with all applicable local laws as well as international conventions and treaties.

# Limitation of Liability

EL will not be liable for any damages of any kind arising out of or relating to the use or the inability to use this Website, its content or links, including but not limited to damages caused by or related to errors, omissions, interruptions, defects, delay in operation or transmission, computer virus, line failure and all other direct, indirect, special, incidental, punitive, loss of profit, exemplary or consequential damages whether based on warranty, contract, tort or any other legal theory including Force Majeure, and whether or not, such organizations or entities were intimated or advised of the possibility of such damages. EL assumes no responsibility for

any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorised access to or alteration of Customer's data/information. EL shall not be responsible for any problem or technical malfunction on-line-systems, servers or providers, computer equipment, software, failure of email or players on account of technical problem or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to any customer and/or Members or to any other person's computer related to or resulting from participating or downloading materials/information from the website

### Privacy Policy

The user of WWEL is subject to EL/ WWEL Privacy Policy and its Governing Law and Jurisdiction, by accessing the Website you agree that the laws prevailing in UAE shall be the governing laws in all matters relating to WWEL as well as these Terms and Conditions.

Courts in Dubai, UAE alone shall have the exclusive jurisdiction in all matters relating to WWEL and these Terms and Conditions, irrespective of the territory and jurisdiction of your access to WWEL.

EL reserves its rights to monitor all postings to the WWEL. However, if EL becomes aware of an inappropriate use of WWEL or any of its Services, EL will respond in any way that, in its sole discretion, EL deems appropriate. You acknowledge that EL will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any information it receives of such illegal conduct. When requested, EL will co-operate fully with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

EL reserves all other rights. By creating an account on WWEL, you agree to the following:

- 1. The resume/insertion or information/data fed by the user can be updated by the user alone, free of cost. EL/WWEL shall not be responsible for any changes made in the resume/information uploaded by the user.
- 2. EL offers no guarantee nor warranties that there would be a satisfactory response or any response at all once the resume/insertion or information/data is fed by the user.
- 3. EL neither guarantees nor offers any warranty about the credentials bonafides, status or otherwise of the prospective employer/organization which downloads the resume/insertion or information/data and uses it to contact the user.
- 4. EL would not be held liable for loss of any data technical or otherwise, or of the resume/insertion or information/data or particulars supplied by user due to acts of god as well

as reasons beyond its control like corruption of data or delay or failure to perform as a result of any cause(s) or conditions that are beyond EL's reasonable control including but not limited to strikes, riots, civil unrest, Govt. policies, tampering of data by unauthorized persons like hackers, distributed denial of service attacks, virus attacks, war and natural calamities.

- 5. EL reserves its right to reject and delete any resume/insertion or information/data fed in by the user without assigning any reason.
- 6. This free service entitles the user alone i.e the same person, to add modify or change the data/information fed in by him but does not entitle him to use the free service to feed fresh insertion or information/data /resume of another person in place of the insertion or information/data already fed in by such user.
- 7. EL has the right to make all such modifications/editing of resume in order to fit resume in its database.
- 8. The username/password created by the subscriber will enable the subscriber to access all the information received through WWEL, but the sole responsibility of the safe custody of the password shall be that of the subscriber and EL shall not be responsible for data loss/theft of data/corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. EL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password.
- All changes / modifications made by the user to the data / information shall be effected and will come into operation only after 24-48 hours of such changes / modifications being

# Anti-Spam Policy

Mailing practices such as transmitting marketing and promotional mailers/ Offensive messages/ messages with misleading subject lines in order to intentionally obfuscate the original message, are strictly prohibited. We reserve the right to terminate services, without prior notice, to the originator of Spam. The subscriber shall be assigned password (s) by EL to enable the subscriber to post resumes / CV's on the site in agreed upon section(s), but the sole responsibility of the safe custody of the password shall be that of the subscriber and EL shall not be responsible for data loss/theft of data or corruption of data or the wrong usage/misuse of the password and any damage or leak of information and its consequential usage by a third party. EL undertakes to take all reasonable precautions at its end to ensure that there is no leakage/misuse of the password granted to the subscriber. Only insertions with contact information registered with EL will be displayed on the site. The User of these services does not claim any copyright or other Intellectual Property Right over the data uploaded by him/her on the

The Courts in UAE alone shall have the sole and exclusive jurisdiction in case of any dispute. All

disputes arising out of the transactions between a user and EL will be resolved in accordance with the laws of UAE as applicable.