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 Terms Of Service
 

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These Terms of Service form a binding agreement between your company ("You") and Gulf Talent FZ-LLC ("GulfTalent"). Your access to or use of GulfTalent's service indicates your acceptance of these Terms of Service.

GulfTalent operates a website located at [www.gulftalent.com](http://www.gulftalent.com) (the "Site"), pursuant to which it offers employers and recruiters memberships allowing access to GulfTalent's members-only online CV Search database ("Database Search") and to advertise vacancies to which individuals seeking employment may apply ("Job Posting").

#### Job Posting

Each job posting purchased will remain valid and usable for the period indicated from the date of purchase. Once activated, job postings run for up to 60 days and constitute use of a job posting. Each posting relates to only one vacancy for one employer in one country, and cannot be substituted for or combined with another vacancy. Multiple vacancies advertised in the same job posting will constitute a breach of these terms and will result in automatic deactivation of the job posting without any compensation or refund. All job postings should be submitted in English and meet basic standards of clarity, specificity and presentation. GulfTalent reserves the right to disapprove, suspend or edit a posting if, in its opinion, the job posting does not meet required standards of quality.

#### Database Search

Subject to compliance with each of the terms of this Agreement, GulfTalent agrees to permit You to access the GulfTalent CV database (the "CV Database") via the Site for the purpose of viewing and/or downloading a single copy of available CVs solely for Your use. The CV Database is to be accessed and used solely by You. Upon Your successful registration for Database Search membership, You will be provided with a password that will permit You to access the CV Database. You may not provide Your password or otherwise permit access to the CV Database to any third party. You may search the database, view and download CVs one at a time and contact, one at a time and in accordance with the terms of this agreement, selected candidates up to the limit specified in the package purchased by You. You may not provide or distribute such CVs to any third party, other than as a full service recruitment agency or executive search business acting on behalf of a specific client for the purpose of filling a specific vacancy. You are responsible for protecting and keeping Your password confidential.

You may not use the CV Database for any purpose other than as an employer seeking employees, including but not limited to using the information in the CV Database to sell or promote any products or services. You may not use the CV Database in any way which, in GulfTalent's reasonable judgment, adversely affects GulfTalent's business or business prospects, the performance or function of the Site or the CV Database or interferes with the ability of other members. You may not store CVs obtained from the Site in any database or other electronic storage for the purpose of offering them for re-sale to a third-party. GulfTalent reserves the right to suspend or terminate, at its discretion, Your access to the Site if it suspects a breach of these terms and, if misuse is verified, to seek damages for such breach. GulfTalent may terminate, update, alter or supplement all or any part of the Database Search offering at any time. By permitting access to the GulfTalent CV Database via Database Search membership, GulfTalent does not convey any interest in or to the CV Database or any other GulfTalent property or services. All right, title and interest in and to the CV Database is and shall remain in GulfTalent.

#### General

This Agreement shall commence as of the date you submit the signed agreement form (the "Effective Date") and shall continue for the duration of the Subscription Period selected and prepaid in full by You ("Subscription Period"), unless terminated earlier by GulfTalent as provided herein. The fee for all products is payable upfront. Once an order form has been received by GulfTalent, payment becomes due in full and You may not cancel this Agreement for any reason during the Subscription Period.

All fees and charges mentioned herein are exclusive of Value Added Tax (VAT). VAT and any other taxes which are currently applicable or which will be applicable in connection with this Agreement shall be solely borne by You.

You will provide GulfTalent any information reasonably requested to determine whether GulfTalent is obligated to collect VAT or any other applicable tax from You, including Your VAT identification number. If You notify us that you are legally entitled to an exemption, you will provide us with legally-sufficient tax exemption certificates for each taxing jurisdiction.

You agree that your access to the CV Database will be in compliance with the Terms & Conditions of Use indicated on the site and any additional usage requirements provided by GulfTalent from time to time. GulfTalent reserves the right to modify the terms and conditions of this Agreement or provide additional usage requirements in its sole discretion at any time by posting a revised version on the Site or by otherwise making such revised terms available for review by You. Any such modifications will supersede all prior versions after the revised version has been posted or otherwise made available as described above. Your continued use of the benefits of Your Database Search membership after posting or availability constitutes Your agreement to the revision.

You agree to defend, indemnify, and hold harmless GulfTalent (and its officers, directors, employees and agents) from and against any claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in connection with your use of the site, any document posted by you, or your breach of these Terms of Service. GulfTalent shall use reasonable efforts to provide you prompt notice of any such claim, suit, or proceeding and may assist you, at your expense, in defending any such claim, suit or proceeding.

IN NO EVENT SHALL GULFTALENT (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY NON-DIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR ARISING UNDER OR IN CONNECTION WITH THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE SITE AND/OR ANY DOCUMENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GULFTALENT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MOREOVER, IF THE ABOVE CLAUSE OR ANY PART THEREOF IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN GULFTALENT'S MAXIMUM LIABILITY TO YOU FOR ANY NON-DIRECT TYPE OF DAMAGES SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO GULFTALENT IN RESPECT OF THE SPECIFIC SERVICE FOR WHICH THE CLAIM AROSE.

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements or undertakings relating thereto as well as any purchase orders not supplied by GulfTalent that have been or may from time to time be submitted by you. The agreement may be signed in counterparts and shall be governed by English law. If any provision of these Terms of Service is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of these Terms of Service, which shall remain in full force and effect. All provisions of these Terms and Conditions shall survive termination except those granting access or use to the Site, and you shall cease all your use and access thereof immediately. GulfTalent shall not be liable or responsible for any delay or failure in performance if such delay or failure is due to causes beyond its control. During the period of this agreement and for a period of 12 months after its termination, You agree not to solicit or hire or otherwise cause any employees of GulfTalent to end their employment with GulfTalent, without express written authorisation of GulfTalent. You represent and warrant that the person accepting this Agreement has full right and authority to enter into this Agreement on Your behalf. You may not assign or transfer your obligations under these Terms and Conditions. Any such attempted assignment shall be null and void. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. The terms of this agreement may not be amended without the formal written consent of GulfTalent.