

ICAI Muscat Chapter Website Job Posting for ICAI Members - Terms and Conditions

Welcome, and thanks for using The ICAI Muscat Chapter's Website for jobs posting (the "Jobs Services"). You agree that by purchasing, signing up for, or otherwise using the Jobs Services, you are entering into a binding agreement (even if you are using Jobs Services on behalf of a company). The Jobs Services allow your postings to be served on ICAI Muscat Chapter website and mobile applications.

1. Agreement

If you are accessing or using the Jobs Services on behalf of a business or third party, you represent and warrant that you have the authority to do so and to bind that business or third party to these Jobs Terms and Conditions, and your agreement to these Jobs Terms and Conditions will be treated as their respective agreement. In this event, The ICAI Muscat Chapter may hold you responsible for violations of this agreement by that business or third party, and "you," "your" and "party" will also refer and apply to that business or third party.

2. Jobs Services

The Jobs Services are designed to help you reach quality candidates for job opportunities. You are responsible for (i) all postings and content therefor submitted by or on your behalf through the Jobs Services or otherwise to The ICAI Muscat Chapter's Website, including but not limited to the job descriptions, creatives, trademarks, images, URLs and pixels that comprise the postings or content therefor (collectively, your "Postings"); and (ii) all content and property to which Postings may direct viewers, as well as redirects ("Destinations").

Each Posting must be for one (1) job opportunity; it is not permitted for a Posting to solicit applications for more than one position.

Without limiting the prohibitions in the User Agreement or any other applicable agreement, you agree that you will not, and you will not enable or authorize any third party, by virtue of the Postings, Destinations, or use of the Jobs Services, to:

- Create Postings without a reasonable and legitimate intent to hire for a bona fide job opportunity or the specific position listed.
- Create Postings that intentionally misrepresent the job, hiring company, or poster.
- Fail to clearly disclose in any Posting that a position is for an independent contractor or is part-time, piecework, commission-based, or has otherwise nontraditional working conditions or compensation may constitute intentional misrepresentation.
- Create Postings for "business opportunities" that require payments or recruitment of others or that resemble franchises, multi-level marketing, club memberships, distributorships, or are entirely or almost entirely commission-based.
- Provide identifiable candidate resume or application data to any other parties.
- "Spam" or otherwise contact applicants for purposes other than related to the specific employment opportunity described in the posting.
- Harass, stalk, or contact any applicant after they have asked not to be contacted.
- Create Postings for jobs that require applicants to pay for employment or otherwise bear costs related to employment in violation of applicable law.
- Soliciting employees by intentional misrepresentation.
- Create Postings, advertise employment positions, or otherwise engage in recruitment or hiring practices that would be a violation of the law in the country (Oman), the state or country where the job is to be performed.

- Engage in solicitations, communications or transactions that violate any applicable laws or regulations related to the prohibition of employment discrimination, or that violate applicable laws governing legal eligibility to work.
- Engage in illegal or fraudulent conduct.
- Create Postings that contain malware, spyware or any other malicious code or otherwise interfere with the operation of the Jobs Services or any device or system or breach or circumvent any security measure of The ICAI Muscat Chapter or a third party.

The ICAI Muscat Chapter may, in its sole discretion, modify, or terminate any part or all of the Jobs Services or suspend your ability to use the Jobs Services. The ICAI Muscat Chapter may reject or remove any Posting at any time for any reason, regardless of whether or not such Posting was previously accepted or served.

3. Costs/Fees/Charges

The ICAI Muscat Chapter's endeavor is to provide free platform for the Chapter member's benefit. As this is free of cost services to enable chapter members to find suitable job, the ICAI Muscat Chapter will not own or accept any financial liabilities related to job posting nor will charge fees for providing the platform to advertise job postings.

4. Intellectual Property Rights and Privacy

You grant to The ICAI Muscat Chapter a non-exclusive, worldwide, royalty-free, sub licensable and transferable license to use, copy, modify, distribute and publish your Postings in connection with the performance of the Jobs Services (including for marketing and promotional purposes). You represent and warrant that you own or have all necessary rights (including intellectual property rights) to your Postings (including to grant the license above).

If you choose to provide suggestions or feedback to The ICAI Muscat Chapter about Jobs Services, you agree that The ICAI Muscat Chapter can (but does not have to) use and share such feedback for any purpose without compensation to you. You may not disclose any information about The ICAI Muscat Chapter's pricing, metrics, member demographics or other features. The ICAI Muscat Chapter's reserves all of its intellectual property rights in the Jobs Services as further described in the User Agreement.

Each party will comply with applicable laws, self-regulatory rules, industry rules and governmental requirements (collectively, "Applicable Law") relating to its performance of these terms, including privacy and security laws.

You agree to use reasonable measures to protect the confidentiality of Jobs Services Data and to use appropriate security safeguards to protect Jobs Services Data in accordance with industry standards. You may share Jobs Services Data only with someone acting on your behalf, provided that you are responsible for ensuring their respective compliance with the Agreement and for limiting their respective use of the Jobs Services Data on your behalf. Without limiting the foregoing, you shall not (i) sell the Jobs Services Data; (ii) combine the Jobs Services Data with any data obtained by or on behalf of another employer; or (iii) except for use solely on your own behalf in a manner that does not identify the Jobs Services Data as associated with The ICAI Muscat Chapter, transfer any Jobs Services Data (including anonymous, aggregate, or derived data) to any job search service, job postings board, data broker or other monetization related service.

5. Disclaimer of Warranties

To the extent allowed under law, in addition to disclaiming all implied warranties and other warranties as provided in the User Agreement, The ICAI Muscat Chapter and its affiliates (as defined in the User Agreement) disclaim all warranties regarding the Jobs Services, including but not limited to any warranty (a) about the accuracy of any candidate information (including but not limited to candidate applications, candidate identities, recommendations, connections, and references); (b) concerning information on

which the Posting targeting categories are based (e.g. member profile information); (c) concerning the results of your candidate campaigns and other uses of the Jobs Services; or (d) that the Jobs Services will be uninterrupted or error-free.

6. Indemnity

Notwithstanding any review or approval of any Posting by The ICAI Muscat Chapter, you agree to indemnify The ICAI Muscat Chapter (as defined in the User Agreement), and hold The ICAI Muscat Chapter harmless from any damages, losses and costs (including, but not limited to, reasonable attorneys' fees) related to third party claims or proceedings, arising out of or related to your Postings, use of the Jobs Services, any candidate hiring or employment decisions, and breach of these Jobs Terms and Conditions.

7. Limitation of Liability

To the fullest extent permitted by law, neither party will be liable to the other in connection with these Jobs Terms and Conditions for lost profits or lost business opportunities, loss of data, or any indirect, incidental, consequential, special or punitive damages.

These limitations of liability do not apply to a party's (i) payment; confidentiality or indemnification obligations; (ii) liability for fraud, gross negligence or intentional misconduct; (iii) liability for death or personal injury; or (iv) violation of the other party's intellectual property rights.

8. Miscellaneous

The provisions of the User Agreement relating to feature-specific terms, termination, interpretation, notice and assignability apply to these Jobs Terms and Conditions and the Jobs Services. Neither party relies on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a party to these Jobs Terms and Conditions or not) relating to the subject matter of these Jobs Terms and Conditions, other than as stated in these Jobs Terms and Conditions. These Jobs Terms and Conditions do not create a partnership, agency relationship, employer relationship or joint venture between the parties.

The ICAI Muscat Chapter may change the terms of these Jobs Terms and Conditions by notice to you (for example, by a notice displayed in the Jobs Services, email, text message or mail), and both parties agree that changes cannot be retroactive. If you do not agree to these changes, you must stop using the Jobs Services.