



# 360 Agency Middle East FZ LLC

## Terms of Use

Version 1.4 | Date: 12 June 2024

Terms of Use

### 1. Introduction

Welcome to 360 Agency Middle East FZ LLC ("we", "our", "us"). These Terms of Use ("Terms") govern your access to and use of our website [www.360agency.me](http://www.360agency.me) and our services. By using our website and services, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, please do not use our website or services.

### 2. Use of the Website

**2.1 Eligibility:** Our website can be accessed by individuals of all ages. However, to apply for job opportunities or use our recruitment services, you must be at least 18 years old. By using our recruitment services, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms.

**2.2 License to Use:** We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use our website and services for your personal or internal business purposes.

#### **2.3 Prohibited Conduct: You agree not to:**

- Use the website for any unlawful purpose or in violation of any applicable laws or regulations.
- Post or transmit any content that is defamatory, obscene, harmful, or invasive of another's privacy.
- Attempt to gain unauthorized access to our systems or networks.
- Use any automated means to access the website for any purpose without our express written permission.
- Interfere with the proper working of the website, including by introducing viruses or other harmful material.
- Share fake or forged documents, references, or other information during the recruitment process.



- Speak negatively or publicly comment about us, our services, or our employees on any website, social media platform, or other public forum.

### **3. User Content**

**3.1 User Contributions:** You may be allowed to submit content to our website, such as resumes, cover letters, and other personal information. You retain ownership of any intellectual property rights that you hold in that content.

**3.2 License to User Content:** By submitting content to our website, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the content in connection with our services.

**3.3 Responsibility for User Content:** You are solely responsible for the content you submit to our website and for any consequences that arise from such content. We reserve the right to remove any content that we deem to be in violation of these Terms or otherwise inappropriate.

### **4. Intellectual Property**

**4.1 Ownership:** All content on our website, including text, graphics, logos, and images, is the property of 360 Agency Middle East FZ LLC or its content suppliers and is protected by UAE and international copyright laws.

**4.2 Trademarks:** Our trademarks, service marks, and trade names (collectively, the "Marks") are owned by 360 Agency Middle East FZ LLC. You may not use the Marks without our prior written consent.

### **5. Privacy**

Your use of our website and services is also governed by our Privacy Policy, which can be found [\[here\]](#)(link to privacy policy). By using our website, you consent to the practices described in the Privacy Policy.

### **6. Disclaimers**

**6.1 No Warranty:** Our website and services are provided "as is" and "as available" without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

**6.2 No Guarantee of Employment:** We do not guarantee that using our services will result in employment or job offers. The ultimate decision to hire a candidate is made by the employer.



6.3 No Fees for Candidates: Neither we nor the employer will charge candidates any fees for using our recruitment services. If candidates are asked by the employer to provide certain tests or documents, we are not responsible for those requests or any related payments.

## **7. Limitation of Liability**

To the fullest extent permitted by law, 360 Agency Middle East FZ LLC and its officers, directors, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your access to or use of or inability to access or use the website.
- Any conduct or content of any third party on the website.
- Any content obtained from the website.
- Unauthorized access, use, or alteration of your transmissions or content.

## **8. Indemnification**

You agree to indemnify, defend, and hold harmless 360 Agency Middle East FZ LLC and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the website or your violation of these Terms.

## **9. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the United Arab Emirates, without regard to its conflict of law principles. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the United Arab Emirates.

## **10. Changes to Terms**

We reserve the right to modify these Terms at any time. Any changes will be effective immediately upon posting the revised Terms on our website. Your continued use of the website following the posting of changes constitutes your acceptance of such changes.

## **11. Confidentiality and Non-Disparagement**

You agree not to speak negatively or publicly comment about us, our services, or our employees on any website, social media platform, or other public forum. Any issues or disputes should be communicated directly with us to be resolved amicably.



## **12. Contact Us**

If you have any questions about these Terms, please contact us at [processing@360agency.me](mailto:processing@360agency.me).