

## TERMS OF SERVICE

**Effective Date: May 05, 2025**

Welcome to **HiForce.io** (the "**Website**"), operated by HIFORCE DIGITAL - FZCO, a legal entity duly organized under the laws of the United Arab Emirates ("**Company**", "**we**", "**us**", or "**our**"). Please read these Terms of Service ("**Terms**") carefully before using our Website.

These Terms constitute a legally binding agreement between you, the individual or legal entity accessing or using the Website, and us as the operator of the Website. By accessing, browsing, or using the Website, including submitting inquiries, uploading data, or scheduling calls, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, available at [https://hiforce.io/terms/privacy\\_policy.html](https://hiforce.io/terms/privacy_policy.html), which is incorporated herein by reference. If you do not agree with these Terms, in whole or in part, you shall not use the Website.

### 1. TERMS AND DEFINITIONS

<b>Client Inquiry</b>	shall mean a request submitted through any contact form available on the Website, including but not limited to the form titled "Help me build my dream team", or via other communication channels.
<b>Talent Application</b>	shall mean a request submitted through any form intended to join our talent pool, including but not limited to the form titled "I'd like to join your talent pool", or via other communication channels.
<b>Calendar Tool</b>	shall mean any calendar interface embedded on the Website or accessible via redirection to an external system, used for scheduling introductory calls, including but not limited to third-party or proprietary solutions.
<b>Content</b>	shall mean all text, graphics, images, designs, interfaces, code, information, trademarks, service marks, logos, and other materials displayed on or accessible through the Website.
<b>Services</b>	shall mean the informational and communication functionalities of the Website, including submitting Client Inquiries, Talent Applications, and scheduling calls. The Website does not facilitate, constitute, or imply any binding agreement for service provision, employment, or representation.
<b>User</b>	shall mean any individual or legal entity accessing or utilizing the Website, including but not limited to prospective clients, talent pool applicants, or general visitors.

### 2. USE OF THE WEBSITE

- 2.1. **Lawful Use.** You agree to use the Website solely for lawful purposes and in accordance with these Terms. You shall not engage in activities that could damage, disable, overburden, or impair the Website's functionality or interfere with other Users' access.
- 2.2. **Prohibited Activities.** You shall not:
  - use automated systems, bots, or software for data extraction ("screen scraping"), reproduction, mirroring, or framing of the Website without written consent;
  - attempt unauthorized access to the Website, its servers, or connected systems;
  - transmit viruses, malware, or harmful code;
  - engage in activities that disrupt or degrade Website performance;
  - reverse-engineer, decompile, or attempt to derive the Website's source code;
  - engage in any activity that violates applicable laws, regulations, or third-party rights.
- 2.3. **Accuracy of Submissions.** All information submitted (e.g., contact details, resumes, inquiries) shall be truthful, accurate, and provided in good faith. Misleading, fraudulent, or offensive submissions may result in access denial and legal action.
- 2.4. **No Obligation.** We are not obligated to review, respond to, or act on Client Inquiries or Talent Applications. Submission does not guarantee contact, feedback, or outcomes.
- 2.5. **Non-Disparagement.** You agree not to make defamatory, misleading, or disparaging public statements, including on social media, about the Company, its representatives, or services, arising from Website use or lack of response.
- 2.6. **Impersonation and Misrepresentation.** Impersonating the Company, its staff, or services, or misrepresenting our branding (e.g., via misleading or confusingly similar websites), is a material breach of these Terms and may result in civil or criminal liability.
- 2.7. **Monitoring.** We reserve the right to monitor and log Website access and use for security, compliance, and operational purposes, subject to our Privacy Policy.
- 2.8. **Separate Agreements.** The Website serves exclusively as an informational and communication platform. Any engagements, agreements, or contractual relationships with clients, contractors, or other parties arising from interactions facilitated by the Website shall be governed by separate, independent written agreements executed between the relevant parties. These Terms do not constitute, imply, or establish any contractual obligation, commitment, or liability with respect to such engagements.
- 2.9. **Content Rejection.** We may reject or remove any submitted content (e.g., resumes, inquiries) deemed inappropriate, unlawful, or harmful at our discretion.
- 2.10. **User Accounts and Authentication.** Certain features or areas of the Website or related platforms may, now or in the future, be accessible only through secure login and may require account registration. Such access may be hosted directly on the Website or

provided via third-party platforms. If you are provided with login credentials, you are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account. You agree not to share, transfer, or sublicense your login credentials to any third party without our prior written consent. We reserve the right to suspend or terminate access to any account that violates these Terms, applicable laws, or our security policies.

### 3. ELIGIBILITY

- 3.1. **Age and Capacity.** The Website is intended solely for use by individuals who are at least eighteen (18) years of age and possess the legal capacity to enter into binding agreements, or by legal entities acting through duly authorized representatives. By accessing or using the Website, you represent and warrant that you meet the foregoing eligibility requirements.
- 3.2. **Access Restrictions.** We reserve the right, in our sole discretion and without prior notice, to limit, suspend, or terminate access to the Website or any part thereof to any user for any reason, including but not limited to suspected misuse, violation of these Terms, or compliance with applicable legal or regulatory obligations.
- 3.3. **International Accessibility.** While the Website is intended for global access, certain functionalities or features may be subject to territorial limitations due to local laws, regulatory constraints, or the availability of third-party services. We make no representation that the Website or its content is appropriate or available for use in all jurisdictions, and access is undertaken at your own initiative and risk.

### 4. INTELLECTUAL PROPERTY

- 4.1. **Ownership.** All intellectual property rights in the Website and its Content, including copyrights, trademarks, trade dress, trade secrets, and patents, are owned by or licensed to the Company. These Terms do not transfer any ownership rights to you.
- 4.2. **Limited License.** You are granted a non-exclusive, non-transferable, revocable license to access and view Content for personal, non-commercial use only. Any other use, including reproduction, distribution, modification, or public display, is prohibited without prior written consent.
- 4.3. **Branding Protection.** The Company's trademarks, service marks, logos, and trade dress are proprietary. You may not use them in any manner (e.g., in domain names, marketing materials, or cloned websites) without express permission. Unauthorized use may result in legal action, including claims for damages and injunctive relief.
- 4.4. **Website Design and Code.** The Website's design, layout, user interface, and underlying code are protected by copyright and trade secret laws. Any attempt to copy, adapt, or replicate these elements is strictly prohibited and may lead to legal consequences, including cease-and-desist orders and financial penalties.
- 4.5. **User-Submitted IP.** By submitting content (e.g., resumes, inquiries), you:

- grant us a non-exclusive, worldwide, royalty-free license to use, store, reproduce, and process such content solely for responding to inquiries, evaluating applications, or providing services;
- warrant that you have all necessary rights to submit the content and that it does not infringe third-party IP rights;
- agree to indemnify us against claims arising from your submitted content.

4.6. **IP Enforcement.** We reserve the right to pursue all available legal remedies, including damages, injunctions, and equitable relief, for violations of our IP rights in any jurisdiction.

## 5. DATA PRIVACY

5.1. All personal data submitted is governed by our Privacy Policy. By using the Website, you consent to data collection, processing, and storage as described.

## 6. THIRD-PARTY SERVICES

6.1. **Calendar Tool.** The Calendar Tool made available on the Website is operated by independent third-party providers. We do not guarantee the availability, performance, or security of such tools and disclaim all liability arising from their use.

6.2. **External Links.** The Website may contain links to external websites, platforms, or resources that are not under the control of the Company. We make no representations or warranties regarding such third-party content and assume no liability for any loss or damage arising from your access to or use of such external resources.

6.3. **Integrated Third-Party Services.** In addition to the above, the Website may embed or integrate third-party services, systems, or content (such as scheduling tools, communication platforms, analytics, or other functional modules). These services are operated by independent providers and are governed by their own terms and privacy policies. We do not control, and are not responsible for, their availability, accuracy, security, or performance.

6.4. **No Endorsement.** Inclusion of links or third-party tools on the Website does not constitute or imply endorsement, sponsorship, or affiliation by the Company.

6.5. **Third-Party Failures.** To the maximum extent permitted by law, the Company disclaims any liability for losses, interruptions, or damages, including without limitation security breaches or scheduling failures, arising directly or indirectly from the operation or failure of any third-party service integrated with the Website.

## 7. DISCLAIMERS AND LIMITATION OF LIABILITY

7.1. **As-Is Basis.** The Website and all associated Content and functionality are provided on an “as is” and “as available” basis without warranties of any kind, whether express,

implied, statutory, or otherwise, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or availability.

- 7.2. **No Guarantees.** The submission of a Client Inquiry or Talent Application does not guarantee any response, engagement, interview, contract, or other form of cooperation. Any professional relationship shall be subject to a separate written agreement executed by the parties.
- 7.3. **Technical Limitations.** We disclaim all liability for technical issues including, without limitation, interruptions, latency, errors, incompatibilities, data losses, or unavailability of the Website, Calendar Tool, or submission forms.
- 7.4. **Informational Content.** The Content provided on the Website is for informational purposes only and does not constitute legal, financial, or professional advice. The Company shall not be liable for any decisions made or actions taken in reliance on such Content.
- 7.5. **Limitation of Liability.** To the maximum extent permitted under applicable law, the Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of data, business interruption, or reputational harm, arising out of or in connection with your use of or inability to use the Website, even if advised of the possibility of such damages. In no event shall our total cumulative liability exceed one hundred (100) United Arab Emirates Dirhams (AED 100).
- 7.6. **Force Majeure.** We shall not be liable for any failure to perform or delay in performance of our obligations under these Terms due to circumstances beyond our reasonable control, including but not limited to natural disasters, war, terrorism, labor disputes, governmental orders, utility failures, cyberattacks, epidemics, or the failure of suppliers or third-party service providers.

## 8. INDEMNIFICATION

- 8.1. You agree to indemnify, defend, and hold harmless the Company, its affiliates, officers, directors, employees, contractors, agents, licensors, and service providers (collectively, the "Indemnified Parties") from and against any and all claims, demands, causes of action, losses, liabilities, damages, judgments, penalties, fines, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:
  - your access to or use of the Website;
  - any data, content, or materials you submit, transmit, or otherwise make available through the Website;
  - your actual or alleged breach of these Terms or violation of applicable laws, rules, or regulations;
  - any actual or alleged infringement, misappropriation, or violation by you of the rights of any third party, including without limitation intellectual property rights, privacy rights, or publicity rights.

The Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate fully with the Company in the defense of any such claim. This indemnity shall survive the termination or expiration of these Terms and your use of the Website.

## 9. TERMINATION

- 9.1. **Termination by the Company.** We reserve the right, at our sole discretion and without prior notice, to suspend or terminate your access to the Website (if technically possible) at any time and for any reason, including, without limitation, violations of these Terms, suspected misuse, legal or regulatory requirements, or technical or operational reasons.
- 9.2. **Effect of Termination.** The provisions of these Terms which by their nature are intended to remain effective after termination — including those relating to intellectual property, disclaimers, indemnification, limitation of liability, and dispute resolution — shall remain in full force and effect.
- 9.3. **Termination by the User.** You may discontinue your use of the Website at any time. Unless otherwise stipulated in a separate written agreement executed by the parties, no further obligations shall arise following your cessation of use.

## 10. GOVERNING LAW AND DISPUTE RESOLUTION

- 10.1. **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflicts of law principles.
- 10.2. **Jurisdiction.** You agree that any disputes, claims, or proceedings arising out of or relating to these Terms shall be finally settled by arbitration under the Rules of the Dubai International Arbitration Centre (DIAC), which rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Dubai, United Arab Emirates. The language of the arbitration shall be English. Notwithstanding the foregoing, the Company may seek injunctive or equitable relief in any jurisdiction where such relief is deemed necessary to protect its rights or interests. If, for any reason, arbitration under DIAC rules is deemed unenforceable or inapplicable under the circumstances, then the courts of the Emirate of Dubai, United Arab Emirates, shall have exclusive jurisdiction to settle the dispute.
- 10.3. **Good Faith Negotiation.** Prior to initiating any formal legal proceedings, the parties agree to attempt in good faith to resolve any dispute or claim through confidential negotiations.

## 11. AMENDMENTS AND SEVERABILITY

- 11.1. **Amendments.** We reserve the right to modify, amend, or update these Terms at any time, at our sole discretion. Any changes shall become effective upon their publication on the Website and shall be indicated by an updated "Effective Date". Your continued

use of the Website following such updates constitutes your acceptance of the modified Terms.

- 11.2. **Severability.** If any provision of these Terms is held to be invalid, illegal, or unenforceable in any respect, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.
- 11.3. **No Waiver.** Our failure to enforce any right or provision under these Terms shall not be deemed a waiver of such right or provision or of any other rights or provisions under these Terms.

## 12. MISCELLANEOUS

- 12.1. **Entire Agreement.** These Terms, together with our Privacy Policy, govern your use of the Website and do not replace or modify any separate written agreements you may enter into with the Company in connection with specific services or engagements.
- 12.2. **Assignment.** You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. We may assign or transfer our rights and obligations under these Terms without restriction.
- 12.3. **No Agency or Employment.** Nothing in these Terms, nor any communication, submission, or interaction via the Website, shall be construed to create or imply any partnership, joint venture, agency, fiduciary, or employment relationship between you and the Company. Any services discussed, initiated, or subsequently entered into are governed exclusively by separate service agreements, and any engagement shall be on an independent contractor basis only. The Company does not offer or facilitate employment.
- 12.4. **Language.** These Terms are executed in the English language. Any translation is provided for convenience only. In the event of a conflict between the English version and any translation, the English version shall prevail.
- 12.5. **Notices.** All notices to the Company shall be sent in writing via email to [info@hiforce.io](mailto:info@hiforce.io). We may provide notices to you via email or by posting such notices on the Website.

## 13. CONTACT INFORMATION

For questions, concerns, or inquiries regarding these Terms, please contact us at:

HIFORCE DIGITAL - FZCO

Building A1, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates

Email: [info@hiforce.io](mailto:info@hiforce.io)