

Shared-Csuite Terms and Conditions

These Terms and Conditions regulate the relationship between the User and the Platform, and cover your use and access to the Platform and/or Site. By accessing and using the Site, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions. If you do not agree with these Terms and Conditions, you must not access or use the Platform and/or Site. If you are using the Site on behalf of a third party including but not limited to a business entity, you warrant that you are authorized and have the authority to bind that third party to these Terms and Conditions.

1. Definitions

The following terms are used throughout these Terms and Conditions and have specific meanings.

- a. **“Agreement”** and **“Terms and Conditions”** collectively mean all of the terms, conditions and notices contained or referenced in this document and all other rules, policies available on the Site (including but not limited to the Share Executive Officer Referral Terms and Conditions, Privacy Policy, guidelines and procedures that may be published from time to time on the Platform).
- b. **“Client”** means any 1) User who uses the Site to obtain the Professional Services from a Shared Executive Officer; and/or 2) User who contacts the Shared Executive Officers for additional Professional Services which may include temporary or permanent Engagement with another Shared Executive Officer.
- c. **“Content”** means any content submitted, generated, featured, displayed through the Platform (including but not limited to, any profile information, contact details, text, correspondence, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Platform). The Content includes, without limitation, User Content which may be submitted by a User.
- d. **“Engagement”** means the arrangement established between a Shared Executive Officer and a Client for the performance of the Professional Service.
- e. **“Platform”** means any Service provided, processed and/or maintained (including, but not limited to, the Site, any Content and product available at or through the Platform).
- f. **“Professional Services”** means any professional services provided by the Shared Executive Officers in the field of commercial, operations, marketing, finance, IT, HR, or legal.
- g. **“Service”** means the online and/or offline services provided by the Platform for collaboration between the Users.
- h. **“Shared Executive Officer”** means any person who has registered with the Site and who is duly qualified and/or licensed to provide the Professional Services.
- i. **“Site”** means <https://www.shared-csuite.com>, all subpages and subdomains.
- j. **“Terms of Engagement”** means the agreement that may be entered into between a Shared Executive Officer and a Client to formalize their arrangement specifying the key terms of their Engagement (including without limitation scope of work, the Shared Executive Officer fee and payment terms, and the term of the Engagement).
- k. **“User”, “You”** and **“Your”** collectively mean the person, company, or organization that has visited or is using the Platform and/or the Service. A User may be a Client, a Shared Executive Officer, both, or neither.

2. Updates

The Site reserves its right, at its sole discretion, to change or modify portions of the Terms and Conditions at any time. The Site will post any changes to the Terms and Conditions on the Site and will indicate at the top of the Terms and Conditions page the date these terms were last revised. It is your responsibility to check the Terms and Conditions periodically for changes. Your continued use of any of the Platform after the date any such changes become effective constitutes your acceptance of the new or revised Terms and Conditions.

3. About the Site and Platform Purpose

3.1 The Site provides a collaboration opportunity between the Users and otherwise can be used for the use of the related features and functions that the Site may make available to its Users from time to time.

3.2 The Shared Executive Officers are not the employees or agents of the Site and the Shared Executive Officers does not share any Shared Executive Officer fees with the Site. The Site is not a party to any contract between a Client and a Shared Executive Officer for the performance of the Professional Services and may not be held liable for the Shared Executive Officers' due performance. The Shared Executive Officers are third-party independent contractors solely responsible for the Professional Services that they provide and for the representations about themselves that they make.

3.3 While the Site uses commercially reasonable efforts to confirm that the Shared Executive Officers are qualified and/or licensed to provide the Professional Services, the Site does not make any warranty, guarantee, or representation as to and you are solely responsible for assessing the ability, competence, qualifications, quality, integrity, suitability and trustworthiness of any Shared Executive Officer with whom you engage.

3.4 The Site is an information provider and makes no representation or warranty as to the accuracy or completeness of any Professional Services provided. The Site shall have no responsibility or liability of any kind for any Professional Services rendered by any Shared Executive Officer you encounter on or through the Platform, and any use or reliance on such Professional Services is solely at your own risk.

3.5 The Site does not warrant or guarantee that Shared Executive Officers are covered by professional liability insurance and the Site makes no warranty or guarantee with respect to the sufficiency of such professional liability insurance.

3.6 The Site does not confirm any Shared Executive Officer's purported identity. The Clients agree to independently research any Shared Executive Officer and independently evaluate the Shared Executive Officer's qualifications.

4. Confidentiality and User Conduct Restrictions

4.1 Confidentiality. All business, technical or financial information disclosed through the Site is the "Proprietary Information" of the Site. You will hold in confidence and not disclose to others any Proprietary Information. You will also not use Proprietary Information for any purposes other than the Platform's purpose as an existing or prospective User. However, you will not be obligated under this Section 4 with respect to information that you can document is or becomes readily publicly available without restriction and through no fault of you (e.g., information that the Site makes generally available to the public on the Site without requiring acceptance of this Agreement or a similar obligation of

confidentiality). You may make disclosures of Proprietary Information required by law or court order provided that you give the Site advance written notice.

4.2 You agree that you will not, under any circumstances, transmit any Content (including software, text, images, or other information) that (i) is unlawful or promotes unlawful activity; (ii) defames, harasses, abuses, threatens, or incites violence towards any individual or group; (iii) is political, pornographic, discriminatory, or otherwise victimizes or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability; (iv) is spam, constitutes unauthorized or unsolicited advertising, any other form of unauthorized solicitation; (v) contains or installs any viruses, worms, malware, Trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; (vi) infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights; (vii) impersonates any person or entity, including any of the Site's representatives; or (viii) violates the privacy of any third party.

4.3 The Site has the right to, in its sole discretion, determine whether or not any User conduct is appropriate and complies with these Terms and Conditions. The Site also has the right to terminate or deny access to and use of the Platform to any User for breaching these Terms and Conditions, with or without prior notice.

5. User Interactions

5.1 Notwithstanding these Terms and Conditions, a Shared Executive Officer and a Client may enter into a Terms of Engagement which is a contractual relationship directly between the Client and the Shared Executive Officer. The Client and the Shared Executive Officer have complete discretion both with regard to the terms of any Terms of Engagement.

5.2 Both the Client and the Shared Executive Officer acknowledge and agree that their relationship is that of independent contractors. The Shared Executive Officer shall perform the Professional Services as an independent contractor and nothing in this Agreement shall be deemed to create a partnership, joint venture, agency, or employer-employee relationship between Client and Shared Executive Officer or between the Site and any Client or Shared Executive Officer.

5.3 In all cases, the Site will not influence or interfere in any way with any Shared Executive Officer's independent professional judgment. The Shared Executive Officers reserve their right to refuse to perform the Professional Services in their sole discretion.

5.4 At its sole discretion, the Site, or technology the Site employs, may monitor and/or record your general interactions with the Platform. However, any liability, loss or damage that occurs as a result of any User interactions is solely your responsibility, as further described in clauses 9, 11 and 13 of this Agreement.

6. Intellectual Property

6.1 The Site retains ownership of all intellectual property rights of any kind related to the Platform and Service, including applicable copyrights, patents, trademarks and other proprietary rights. Other trademarks, service marks, graphics and logos used in connection with the Platform and the Service may

be the trademarks of other third parties. This Agreement does not transfer from us to you any Site or third party intellectual property, and all right, title, and interest in and to such property will remain solely with us. The Site reserves all rights that are not expressly granted to you under this Agreement.

6.2 If you believe that any material located on or linked to by the Site violates your copyright, please notify the Site. The Site will terminate the User's access to and use of the Platform if, under appropriate circumstances, the User is determined to be a repeat infringer of the copyrights or other intellectual property rights of the Site or others without necessary rights and permissions.

7. Third Party Content

7.1 By using the Platform, Users will be able to access any content that belongs to or originates from third parties (the "Third Party Content") and a User's use of the Platform is consent for the Site to present the Third-Party Content to that User. Users acknowledge all responsibility for and assume all risk for their use of the Third-Party Content.

7.2 As part of the Platform, the Site may provide you with convenient links to third party Platform(s) as well as other forms of Third Party Content. These links are provided as a courtesy and the Site has no control over Third Party Platforms or Content or the promotions, materials, information, goods or services available on them. The Site is not responsible for any Third-Party Content accessed through the Site. If you decide to leave the Platform and access Third Party Content, you do so at your own risk and you should be aware that these Terms and Conditions and policies no longer govern.

7.3 This Agreement does not authorize you to distribute, publicly display, publicly perform, make available, alter, or otherwise use any Third-Party Content.

8. Disclaimer of Warranties

8.1 The Site provide the Service "as is" without warranty of any kind. Without limiting the foregoing, the Site expressly disclaims all warranties, whether express, implied or statutory, regarding the Platform and the Service including, without limitation, any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

8.2 The Site makes no representation or warranty that the information the Site provides or that is provided through the Platform is accurate, reliable or correct; that the Platform will meet your requirements; that the Platform will be available at any particular time or location, that the Platform will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the Platform is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your use of information, Content or other material obtained from the Platform.

9. Termination of Access

9.1 The Site may, in its sole discretion and without prior notice, terminate or suspend your access to the Site, for cause, which includes, but is not limited to: (i) requests by law enforcement or other government agencies, (ii) your breach of any terms of this Terms and Conditions, or (iii) unexpected technical issues or problems.

9.2 Termination of your relationship with the Site does not affect your relationship with any Client or Shared Executive Officer you have retained through the Platform. All legal, contractual, and ethical duties, obligations and responsibilities survive termination of your relationship with the Site.

9.3 All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

10. Limitation of Liability

You agree that in no event will the Site be liable, responsible or otherwise, to you or to third parties for any damages or losses that may arise from (i) the failure, interruption or disruption of any Service to maintain your access to the Platform, regardless of whether the Service is provided by us or a third party or (ii) the quality, accuracy, timeliness, reliability, performance of the Shared Executive Officer and/or the Platform, completeness or delays, breach, omissions, or interruptions in the delivery of any Professional Services or information available on or through the Platform (including without limitation any breach by the Shared Executive Officer of any term mentioned in the Terms of Engagement), or (iii) any dispute, conflict or disagreement between Users in connection with any Services or information.

11. Email Communications

The Site uses email and electronic means to stay in touch with its Users. For contractual purposes, Users (i) consent to receive communications from the Site in an electronic form via the email address they have submitted or via the Platform; and (ii) agree that all Terms and Conditions, agreements, notices, disclosures, and other communications that the Site provides to them electronically satisfy any legal requirement that such communications would satisfy if it were in a physical writing or traditional mailing.

12. Release and Indemnification

Both the Client and the Shared Executive Officer agree to indemnify and hold harmless the Site from and against any and all claims, losses, liabilities, costs and expenses, including without limitation lawyers' fees or loss of profits arising from your use of the Platform and the Service, or from your violation of this Agreement. If you have a dispute with one or more Users, you release the Site from any and all claims, demands and damages (actual and consequential) or losses of every kind and nature, arising out of such disputes.

13. Miscellaneous

13.1 Governing Law: This Agreement between the Users and the Site and any access to or use of the Platform or the Service are governed by the federal laws of the United Arab Emirates. Any dispute which may arise between the Users and the Site pertaining to the implementation or interpretation of this Agreement shall be amicably settled, failing which Courts of Dubai shall be the competent authority to settle the same.

13.2 Severability: If any part of this Agreement is held invalid or unenforceable, that part of the Agreement will be construed to reflect the parties' original intent. The remaining portions will remain in full force and effect. Any failure on the part of the Site to enforce any provision of this Agreement will

not be considered a waiver of the Site's right to enforce such provision. The Site's rights under this Agreement will survive any termination of this Agreement.

13.3 Non-Assignability: The Site may assign or delegate its rights or obligations under these Terms and Conditions, in whole or in part, to any person or entity at any time with or without your consent. Users may not assign or delegate any of their rights or obligations under the Terms and Conditions without the Site's prior written consent, and any unauthorized assignment and delegation by you shall be considered as null and void.

13.4 Notices: Reports, statements, notices and any other communications may be transmitted to Users via the email address specified by them, or any email address User may designate from time to time in writing to us. All communications, whether by email, post facsimile or otherwise shall be deemed transmitted by the Site to User when electronically submitted. Any legal notices to the Site must be done by registered post to Attention: sharedcmo@gmail.com.

13.5 Entire Agreement: These Terms and Conditions represent the complete and exclusive statement of the Agreement between the Users and the Site. This Agreement supersedes any prior agreement oral or written, and any other communications between the User and the Site relating to the subject matter of this Agreement.

13.6 Headings: The headings and captions in this Agreement are for convenience only and in no way define or describe the scope or content of any provision of this Agreement.

13.7 Gender Neutral: Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words "hereof" and "herein" and "hereafter" shall refer to the entire Agreement and not to any provision or section.

13.8 Authorization to Contract: You represent and warrant that if you are an individual, you are of legal age to form a binding contract.

You acknowledge that you have read, understood, and accepted to be bound by these Terms and Conditions.

Effective as of 09/09/2018