

## ESKA<sup>®</sup> HR - Cloud System

### Terms & Conditions

\*PLEASE READ CAREFULLY BEFORE USING OR STREAMING ANY SOFTWARE FROM THIS WEBSITE.

This license agreement ('License' or 'License Agreement') is a legal agreement between you ('you') and ESKADENIA Software, a Private Shareholding Company Registered in Jordan with Trade Number 427 whose registered office is at 233 Al Madina Al Monawara Street, Amman, Jordan, and with offices in Dubai, United Arab Emirates ('Licensor', 'us' or 'we') for Software Products and Solutions ([www.eskadenia.com](http://www.eskadenia.com)) for Integrated and Modular Software Applications, including Enterprise Resource Planning Applications (including Human Resources Management System, Financial System, Supply Chain Management System etc.), Telecommunications Applications (including Billing, Charging, Rating, Customer Relationship Management, etc.), Insurance Applications (including General Insurance, Medical Insurance, Life Insurance with Claims, Policies, Reinsurance, etc.), Education Applications (including Fees Management, Scheduling, Admission, Registration, Student Affairs, e-Learning, Exam Management etc.), and Health Software (including Lab Management, Clinic Management, Pharmacy Management), releases of such Software and components or materials provided therewith (the 'Software').

We license use of the Software to you on the basis of this License. We do not sell the Software to you. We remain the owners of the Software and its Intellectual Property Rights at all times.

#### IMPORTANT NOTICE TO ALL USERS:

- BY STREAMING OR USING IN ANY CAPACITY THE SOFTWARE FROM THIS WEBSITE AND AFFILIATE WEBSITES YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE WHICH WILL BIND YOU AND ANY ADDITIONAL USERS. THE TERMS OF THIS LICENSE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, WE WILL NOT LICENSE THE SOFTWARE TO YOU AND YOU MUST DISCONTINUE THE ORDERING PROCESS NOW.

You should print a copy of this License for future reference.

## **Description of Services**

Through its network of web properties, ESKADENIA Software [www.eskadenia.com](http://www.eskadenia.com) provides access to a variety of services which serve the Small and Medium Enterprises sector (collectively "Services" as highlighted through the ESKA HR Web Portal). The Services, including any updates, upgrades, enhancements, new features, and/or the addition of any new Web properties, are subject to the following Terms of Use ('TOU'):

### **1) Acceptance of Terms**

The services that ESKADENIA Software provides are provided as (Software as a Service' or 'SaaS') and only to the "Paid Subscribers and Network"; ESKADENIA reserves the right to update the TOU at any time. The most current version of the TOU can be reviewed by clicking on [www.eskadenia.com](http://www.eskadenia.com).

### **1) Restrictions**

Any software that is made available to download from the Services ("Software") is the copyrighted work of ESKADENIA Software<sup>®</sup> and/or its suppliers' partner or partner platform. Use of the Software and/or Services is governed by the License Agreement. Third party services or links, platforms, scripts, or code that are linked to or referenced from this website, are licensed to you by the third parties that own such third party services, not by ESKADENIA Software. All reproduction or redistribution of the Software is expressly prohibited by law, and will result in civil & criminal penalties. Except as expressly set out in this License, you undertake;

- 1) not to copy, or otherwise attempt to copy, the Software other than for a purpose permitted by this License;
- 2) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software;
- 3) not to disassemble, decompile, reverse-engineer, or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another Software program, and provided that the information obtained by you during such activities:
  - i. is used only for the purpose of achieving inter-operability of the Software with another software program; and
  - ii. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - iii. is not used to create any software which is substantially similar to the Software; and

- 4) to supervise and control use of the Software and ensure that the Software is used by your employees and representative in accordance with the terms of this License.

Without limiting the foregoing, copying or reproduction of the Software to any other server of Location for further reproduction or redistribution is expressly prohibited.

THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF USAGE HIGHLIGHTED WITH THE USER EXPERIENCE OF ESKA HR. ESKADENIA Software HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FOR YOUR CONVENIENCE, ESKADENIA Software MAY MAKE AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. ESKADENIA Software DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES.

## **2) Intellectual Property Rights**

You acknowledge that all intellectual property rights in the Software anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with the terms of this License.

In the event that you have access to the Software in source code form or in unlocked coding (in any form) you undertake and covenant not to copy, modify, adapt, or otherwise disclose any part of the Software (or otherwise procure any third party to do the same).

You retain all your ownership rights in your documents of any kind (including images, spreadsheets, and text files) that are inserted or uploaded to the Software by you and any other digital data and information, which is subjected to or inserted in the Software by you and any other digital data and information, which is subjected to or inserted in the Software by you ('Client Data'). We do not guarantee any accuracy with respect to any information contained in any Client Data, and strongly recommend that you think carefully about what you transmit, submit or post to or through the Software. You hereby confirm that you understand that all information contained in Client Data is your sole responsibility. This means that you, and not us, are entirely responsible for all Client Data that you upload, post, transmit, or otherwise make available through the Software, as well as for any actions taken by us or other persons as a result of such Client Data.

## **3) Limitation of Liability**

You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements. ESKADENIA Software shall not under any

circumstances have any liability for any losses or damages which may be undertaken by Licensees whether the losses or damages were caused directly or indirectly or are immediate or consequential.

If you are a consumer, note that this License, its subject matter, and its formation, are governed by the laws of The Hashemite Kingdom of Jordan. We both irrevocably agree to the exclusive jurisdiction of the courts of The Hashemite Kingdom of Jordan.

#### **4) Personal & Non-Commercial Use Limitation**

Provided Services are for personal and non-commercial use based on one license, one term, and one contract payment. Users may not modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services on ESKA HR Web pages.

#### **5) Materials Provided to ESKA HR**

Neither ESKA HR nor ESKADENIA Software claims ownership of the content you provide to the web site or any input or submission to any Services or its associated services. Users are furthermore granting ESKADENIA Software or its affiliated companies a necessary sublicense permission to use any submissions in connection with the operation of their Internet businesses (including, without limitation, all platform Services linked to international suppliers such as Google, Microsoft, Oracle etc.), including, without limitation, the license rights to: copy, distribute, transmit, reproduce, edit, translate and reformat Submissions; By being a member, you warrant and represent that we own or otherwise control all of the rights to their submissions.

#### **6) Notices Regarding Software & Services Available on ESKA HR**

In no event shall ESKADENIA Software and/or its respective suppliers be liable for any special, indirect, consequential damages, or any damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other tortious action, arising out of or in connection with the use or performance of Software, documents, provision of, or failure to provide services, or information available from the services.

#### **Member Account, Password, and Security**

The Services requires users to open an account; you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a username and a modifiable password will be generated for your use, and you are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you

are entirely responsible for any and all activities that occur under your account. You agree to notify ESKADENIA Software immediately of any unauthorized use of your account or any other breach of security. ESKADENIA Software will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by ESKADENIA Software due to someone else using your account and/or password. You may not use anyone else's account in the Network at any time.

## **7) Termination**

We may terminate this License immediately by written notice to you if:

- a) You commit a material or persistent breach of this License which you fail to remedy within 14 days after the service of written notice requiring you to do so; or
- b) You fail to pay the License fee for a period of two weeks.

You or we may terminate this License by giving the other party three months' prior written notice.

Upon termination for any reason:

- a) all rights granted to you under this License shall cease and you and each of your users shall immediately cease to have access to the Software and the Client Data; and
- b) you must immediately cease all activities authorized by this License;

If you provide written request to us to terminate this License, then we shall use reasonable endeavors to permanently delete all Client Data as soon as practicable following such date that is one month after termination (the "Termination Period") (but no later than twelve months of receipt of such request), provided that we shall not delete the Client Data prior to the expiry of the Termination Period. If we receive written confirmation from you prior to the expiry of the Termination Period that you wish us to export all Client Data and deliver this to you, we shall do so but reserve the right to charge for and receive from you, prior to delivery of the Client Data, our reasonable costs and expenses in doing so.

## **8) OTHER IMPORTANT TERMS**

We may transfer our rights and obligations under this License to another organization, but this will not affect your rights or our obligations under this License.

You may only transfer your rights or your obligations under this License to another person if we agree in writing.

All License Fees are non-refundable, i.e. there are no refunds or credits available for periods where you did not use the Software, used it only partially, replaced any Software with new or updated Software or terminated this License prior to end of any month of the Term.

All fees are exclusive of all taxes, levies, or duties applicable under any legal acts or imposed by tax authorities, unless stated otherwise in this License. Payment of such taxes, levies, or duties is your responsibility.

If you are a business customer, this License constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this License. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this License or any document expressly referred to in it.

If we fail to insist that you perform any of your obligations under this License, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Each of the conditions of this License operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

If you are a consumer, please note that this License, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of The Hashemite Kingdom of Jordan will have non-exclusive jurisdiction.

If you are a business customer, this License, its subject matter and its formation (and any non-contractual disputes or claims) are governed by Jordanian law. We both irrevocably agree to the exclusive jurisdiction of the courts of The Hashemite Kingdom of Jordan.

## Privacy Policy

### Introduction

This Privacy Policy was written to help you better understand how we collect, use and store your information. ESKADENIA Software (we or us) is committed to protecting and respecting your privacy. Since technology and privacy laws are always changing, we may occasionally update this policy. If a significant change is made, we will be sure to post a notice on our home page and in the merchant admin. By using ESKA HR or visiting [www.ESKAHR.com](http://www.ESKAHR.com) after these changes are posted, you are agreeing and consenting to the practices described in the revised policy.

By signing up for any of the products or services offered (together, the “Services”), you are agreeing to the terms of this Privacy Policy. This policy is a legally binding agreement between you (your agency, employees or partner or another entity if you are acting on their behalf) as the user of the Services (referred to as “you” or “your”) and ESKA HR (Referred to as “we”, “our”). If we add any new features or tools to our Services, they will also be subject to this policy.

When we use the term “Personal Information” in this policy, it means any information related to an identifiable individual. We will keep your Personal Information accurate, complete and up-to-date with the information that you provide to us. If you request access to your Personal Information, we will inform you of the existence, use and disclosure of your Personal Information as allowed by law, and provide you access to that information.

#### a) Information from Subscribers, Recruitment Agencies and employees

If you are, or represent in any capacity, a recruitment agency or an HR agency, you agree to post a privacy policy on your storefront that complies with the laws applicable to your business. You also agree to obtain consent from your employees’ and candidates for the use and access of their Personal Information by **ESKA HR** and other third parties.

- **What information do we collect from HR SUBSCRIBERS and why?**

- We collect your name, company name, address, email address, phone number(s) and credit card details.
- We need this information to provide you with our Services, for example, to confirm your identity, contact you, and invoice you.
- We collect data about the ESKA HR hosted webpages with the information that you visit and how and when you access your account, including information about the device and browser you use, your network connection and your IP address.
- We need this information to give you access to and improve our Services.
- Upon completing the sign-up process for the Services and depending on your location, we will create a payment online module account or an **ESKA HR** Payments account on your behalf. If you activate **ESKA HR** Payments account we collect your business address, business

type, business ID number, date of birth (if you are an individual business owner), bank account information and government identification information, such as your Social Security Number or your Social Insurance Number.

- We need this information to create an **ESKA HR** Payments account for you.
- We collect Personal Information about your employees that you share with us or provide while shopping or during checkout.
- We use this information to provide you with our Services and so that you can process orders and better serve your customers.
- We will also use Personal Information in other cases where you have given us your express permission.

• **When do we collect this information?**

- We collect Personal Information when you sign up for our Services, when you access our Services or otherwise provide us with the information.

**b) Information from PARTNERS**

Are individuals or businesses that have agreed to the terms of the Partner Program to work with ESKA HR to use and promote the Services.

• **What information do we collect from Partners and why?**

- We collect your name, company name, website, twitter or other social media handles, phone number(s), address, business type, email address, PayPal Account, and GST/HST number.
- We use this information to work with you, confirm your identity, and contact you.
- We use this information to give you access to and improve our Services.
- We use this information to work with you and to provide our Services to your employees.
- We will also use Personal Information in other cases where you have given us express permission.

• **When do we collect this information?**

We collect this information when you sign up for a subscriber Account, when you sign up or sign one of your employees for our Services, or when your employees sign up themselves. We also collect any additional information that you might provide to us.

**Information from ESKA HR website visitors and support users**



- What information do we collect and why?
  - From **ESKA HR** website visitors and subscribers, we collect information about the device and browser you use, your network connection, and your IP address.
  - From telephone support users, we collect your phone number and call audio if any.
  - From chat support users, if any we collect your name, email address, information about the device and browser you use, your network connection and your IP address.
  - From forum users, if any we collect your name, email address and website URL.
  - We use this information to service your account, enhance our Services, and answer any questions you may have.
  
- When do we collect this information?

We collect this information when you visit **ESKA HR** hosted webpages, become a member, subscriber or engage with us either by email, web form, instant message, phone, or post content on our website. We also collect any additional information that you might provide to us.
  
- Information from cookies

What is a cookie? A cookie is a small amount of data, which may include a unique identifier. Cookies are sent to your browser from a website and stored on your device. Every device that accesses our website is assigned a different cookie by us.

#### **Why does ESKA HR use cookies?**

- We will use cookies to recognize your device and provide you with a personalized experience, also to serve customized ads from Google and other third-party vendors.
- Our third-party advertisers use cookies to track your prior visits to our website and elsewhere on the Internet in order to serve you customized ads.
- Opting out: You may be able to opt out of customized ads.

#### **When and why do we share Personal Information with third parties?**

- **ESKA HR** works with third parties to help provide you with our Services and we may share Personal Information with them to support these efforts. In certain limited circumstances, we may also be required by law to share information with third parties.
- Except when required by law, ESKA HR will never disclose your Personal Information to any third-party without obtaining your consent.
- Personal information may also be shared with a company that acquires our business, whether through merger, acquisition, bankruptcy, dissolution, reorganization, or other similar transaction or proceeding.

- Personal information may be shared with third parties to prevent, investigate, or take action regarding illegal activities, suspected fraud, and situations involving potential threats to the physical safety of any person, violations of our Terms of Service or any other agreement related to the Services, or as otherwise required by law.

### **What do we do with your Personal Information when you terminate your relationship with us?**

We will continue to store archived copies of your Personal Information for legitimate business purposes and to comply with the law.

### **What we don't do with your Personal Information**

- We do not and will never share, disclose, sell, rent, or otherwise provide Personal Information to other companies for the marketing of their own products or services.
- We do not use the Personal Information we collect from you or your employees to contact or market to your customers or directly compete with you. However, **ESKA HR** may contact or market to customers if we obtain their information from another source, such as from the customers themselves.

### **How do we keep your Personal Information secure?**

- We follow industry standards on information security management to safeguard sensitive information, such as financial information, intellectual property, employee details and any other Personal Information entrusted to us. Our information security systems apply to people, processes and information technology systems on a risk management basis.
- We perform annual audits to ensure our handling of your credit card information aligns with industry guidelines. We are certified as a CMM L-3 service provider.
- No method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee the absolute security of your Personal Information.

### **How do we protect your information across borders?**

**ESKA HR** remains responsible for Personal Information that is transferred to a third party abroad for processing or to support our efforts. Any Personal Information transferred to a third party for data processing is subject, by law, to a comparable level of protection as that provided by **ESKA HR**. A “comparable level of protection” means a level of protection generally equivalent to that provided by **ESKA HR**.

### **Access to your personal information**

You retain all rights to your Personal Information and can access it anytime. In addition, **ESKA HR** takes reasonable steps to allow you to correct, amend or delete personal information that is shown to be inaccurate or incomplete.

If you have any questions about your Personal Information or this policy, please contact: [sales@eskadenia.com](mailto:sales@eskadenia.com)

### **Contact**

Questions, comments, and requests regarding this privacy policy are welcomed and should be addressed to [cloudhr@eskadenia.com](mailto:cloudhr@eskadenia.com).