

Terms and Conditions (“Terms”)

Last updated: (01/03/2017)

Please read these Terms and Conditions (The “Terms”) carefully before using the Grappem_Website (The “Service”) operated by (Grappem SAL_) (The “Company”), a company duly registered in the Commercial Register of Beirut under number 1021994 and established at the following address Beirut, Museum street, 4916 bldg, 5th floor, Badaro .

These Terms and the Privacy Policy shall govern the User’s use of the Service and will constitute a legally binding agreement (The “Agreement”) between the User and the Company. The User refers to any user of the Service of the Company whether it is a flex staff member or a client.

By accessing and using the Service, the User agrees and acknowledges to be bound by this Agreement, regarding the specific matters herein, without any need for his/her handwritten signature. Therefore, in the event the User disagrees with these Terms and this Privacy Policy (or this Agreement) generally or partially, he/she must not use the Service. This Agreement is applicable to all, Users, visitors and others who access or use the Service.

1- Use of the Service

Aiming to keep the Service as safe as possible, the User represents that he/she will not be using the Service in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity. Therefore, the User will not post any illegal, defamatory, libelous, threatening, obscene or otherwise objectionable material, any content that is hate speech, pornographic, any content that infringes intellectual property rights including without limitation copyright, moral right, database right, trademark right, any content that violates the rights of others or that invades privacy of others after the use of automated means to collect users’ content or data or post any unauthorized commercial communications (such as spam) on the Service. The User commits not to act in an illegal manner on the Service such as uploading computer viruses, malicious codes, impairing the proper working of the Service such as denial of service attack, bullying, intimidating and harassing a user in order to obtain login information pertaining to him/her.

2- Account Management and Security

By using the Service, the User warrants and represents to the Company that he/she is at least 18 years of age and that he/she is not a person barred from entering into contracts under his/her local jurisdiction, otherwise he/she must refrain from using the Service. In order to be able to use the Service, the User will have to agree to these Terms (including Privacy Policy), to register for an account by completing and submitting the account registration form on our Service and clicking on the verification link in the email that the Service will send to him/her, to provide contact information and identification details as well as to submit any other form of authentication as required by the Company including but not limited to sending a verification code by text message or push notification. The User agrees and acknowledges that he/she will be solely responsible for all types of activities that may occur under his/her account and password, for protecting the confidentiality of his/her password, for impeding any other person to use

his/her account to access the service and for notifying the Company in writing immediately if he/she is aware of any unauthorized use of his/her account.

The Company reserves the right to refuse or cancel or remove any person from the Service and from the use of the Service for any reason whatsoever, at any time without notice. By using the Service, the User consents to the use of cookies by the Company in conformity with the terms of our Privacy Policy.

3- Intellectual property

The Company and its licensors or its content providers exclusively own and control all the copyright and other intellectual property rights available through the Service (including, without limitation, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software). Therefore, any copying, distributing, posting, linking or otherwise modifying of the Company's Service by the User without the express written authorization of the Company will be considered a copyright, trademark or other intellectual property right infringement and may be subject to civil and/or criminal legal proceedings.

The User is granted by the Company a limited license in order to access and use the Service. Therefore, he/ she may view, download, print and save pages containing copyrighted material from our Service for his/ her personal use only, after acknowledging that he/she does not acquire any ownership rights resulting from these actions. However, the Company and its licensors or its content providers retain full and complete title to the content available on the Service, including all associated intellectual property rights and provide this content to the User under a license that is revocable at any time according to the Company's sole discretion.

Concerning content covered by intellectual property rights that the User posts, uploads, submits or makes available on the Service, including without limitation texts, graphics, images, audio material, video material, audio-visual material and software, the User expressly grants to the company a worldwide, irrevocable, non-exclusive, sub-licensable, royalty-free license to use, reproduce, modify, store, adapt, publish, translate and distribute his/her content in other works in any form, media or technology currently known or that may exist in the future.

4- Electronic Communications

The User agrees and acknowledges that when he/she uses the Service or sends emails to the Company, he/she is communicating with the Company electronically. Therefore, he/she consents to receive electronically any communications related to his/her use of the Service. The Company will communicate with the User by all means of electronic communications agreed upon. He/she agrees and acknowledges that all agreements, notices and other communications that are provided to him/her electronically are deemed to satisfy all legal requirements applicable to the contractual process. Therefore, they cannot be deprived of legal effectiveness and validity on account of their having been made by electronic means.

5- Information to be provided

The Company represents that the following information will be given to the User clearly, comprehensibly and unambiguously prior to the placing of any order, if he/she wishes to place

his/her order by technological means: the different technical steps to follow to conclude a contract, whether or not the concluded contract will be filed by the Company and whether it will be accessible, the technical means for identifying and correcting input errors prior to the placing of an order and the languages offered for the conclusion of the contract.

6- Pricing information

The Company attempts to provide accurate pricing information regarding the offered Services available on the Service of the Company. However, the Company does not represent or warrant that the prices are error free. The Company reserves the right, at its sole discretion, not to process or to cancel any orders placed for a Service whose price was incorrectly posted on the Service as a result of an error. In this event, the Company will be notifying the User by email. In addition, the Company reserves the right, at its sole discretion, to correct any error in the stated and affixed full retail price.

7- Services

The “Services” encompass all means to do recruitment, human resourcing, and staffing solutions offered for selling on the Service by the Company. Those Services are deemed to be in conformity with the laws and regulations applicable in Lebanon. The Company attempts to provide accurate and exact descriptions of the Services on the Service but it does not warrant the accuracy and the reliability of the descriptions.

8- Placing of the order

The User can place his/her order by technological means when he/she wishes to purchase any Service available on the Service of the Company. The online contract between the User and the Company is deemed to be formed when the acceptance of the offer is received by the Company. The Company reserves the right to choose not to process or to cancel the User’s order in certain circumstances including without limitations, the case where the Service the user wishes to purchase has been mispriced. In this event, the Company will either not charge the User or refund the charges for unprocessed or cancelled orders. The Company may also, in its sole discretion take steps to verify the User’s identity to process his/her order.

9- Payment

The User can choose to pay in cash upon delivery or by any other means accepted by the Company.

10- Delivery

Services purchased on the Service of the Company shall be delivered in Lebanon and/or abroad, to the address provided by the User during the process of placing the order. The User agrees and acknowledges that he/she will solely bear all fees related to the execution of the Service including without limitations the transportation fees. The timeframe for delivery are subject to variation

according to the Services purchased and are mentioned in the email sent to the User by the Company, after the validation of the order. The timeframe for delivery corresponds exclusively to the timeframe needed to organize the expedition of the Services excluding all amounts of time spent for services that are not delivered by the Company. Therefore, the Company shall not be liable for the consequences resulting from such delay.

11- Online Data Protection

The Privacy Policy that applies to the collection, use, disclosure and other processing of personal information by the Company is located at the following link <http://www.grappem.com/terms.pdf>. The User consents to any personal information we may obtain about him/her (either via the Service, by email, telephone or any other means) being collected, stored and otherwise processed in accordance with the terms of the Privacy Policy. The Company may update its Privacy Policy from time to time, in its sole discretion, and post an updated version of the notice at the Service.

12- Changes

The Company may change these Terms from time to time. The Company will give the User written notice of any revision of these Terms and the revised Terms will apply to the use of the Service starting from the date of notifying him/her. Therefore, he/she will have the opportunity to review and comment on the revised Terms before continuing to use the Service. If the User does not agree to the revised Terms, he/she must stop using the Service. So, if he/she continues using the Service after being notified, this means that he/she has read and accepted the revised terms.

13- Disclaimer

The company is providing the Service as is and makes no representations, covenants or express or implied warranties including but not limited to the merchantability, suitability, fitness for a particular use or purpose and non-infringement of the Service membership and to any content, actions, accuracy of information and data of third parties on the Service.

The Company tries to keep the Service up, bug-free, knowing that the User uses it at his/her sole risk.

The Company disclaims any warranties that access to the Service will always be safe, secure, virus-free or error-free or that the Service will be functioning without failure of performance, omission, interruption, deletion, delay in operation, destruction or unauthorized access to, alteration of, or use of record.

Downloading any content from the Service will be at the User's own discretion and risk and he/she will be solely responsible for any damage to his/her computer system or loss of data resulting from the downloading. In no event shall the Company, or any person or entity involved in providing the Service be liable for any damages, including but not limited to direct, indirect, incidental, special, consequential or punitive damages arising out of the use of or inability to use the Service.

The Company is not responsible for any content that Users, subscribers or any unauthorized user

may post on the Company's Service. The Company reserves its right to change, alter, delete and prohibit any illegal content, in its sole discretion after notifying the User to withdraw it within a reasonable delay.

14- Limitation of liability

The flex staff members whose Services are available on the Service of the Company are independent contractors and not agents or employees of the Company. Therefore, the Company is not responsible for the acts, errors, omissions, representations, warranties, breaches or negligence of any such flex staff members or for any personal injuries, death, property damage, or other damages or expenses resulting from them.

The User acknowledges and agrees that he/she assumes full responsibility for his/her use of the Service and/or for the account, communications with third parties, and purchase and use of the Services available through the Company's Service. The User acknowledges and agrees that any information he/she sends or receives during his/her activity on the Service and/or use of the Service may not be secure and may be intercepted by unauthorized parties.

The User acknowledges and agrees that, to the fullest extent permitted by applicable law, neither the Company nor its licensors, suppliers or third party content providers will be liable for any direct, indirect, punitive, exemplary, incidental, special, consequential or other damages arising out of or in any way related to the Service, or any other Site or resource the User accesses through a link from this Service; any action the Company takes or fails to take as a result of communications the User sends to the Company; his/her account, any termination or cancellation of his/her account; any Services made available or purchased through the Company's Service, including any damages or injury arising from any use of such Services; any delay or inability to use the Service or any information, or services advertised in or obtained through the Service; or the modification, removal or deletion of any content submitted or posted on the Service.

15- Indemnities

The User agrees to defend, indemnify and hold the Company harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to his/her use of the Service and/or his/her breach of any representation, warranty, or other provision of the Terms.

16- Termination

The Company reserves the right to terminate these Terms or stop providing the Service after notifying the User within a reasonable delay for any cause it deems reasonable at its own and full discretion and, in the event of a breach of these Terms in any way or if the Company reasonably suspects that he/she has breached these Terms in any way.

17- Severability

In the event a provision of these Terms is determined by any court or other competent authority to be unlawful and/ or unenforceable, that part will be deemed to be deleted, and the rest of the provisions will continue in effect.

18- Waivers

The omission of the Company to act concerning a breach of these Terms committed by the Users, visitors and others who access or use the Service, does not waive the right of the Company to act concerning subsequent similar breaches.

If any content on this Service, or the User's use of the Service, is contrary to the laws of the place where the User is when he/she accesses it, the Service is not addressed to him/her, and the Company asks the User not to use the Service. The User is responsible for informing himself/herself of the laws of his/ her jurisdiction and complying with them.

19- Disputes (Law and jurisdiction):

The resolution of any claim or dispute arising out of or relating to these Terms or the Company shall be subject to the exclusive jurisdiction of Lebanese courts. The laws of the state of Lebanon will govern these Terms as well as any claim or dispute that might arise between the User and the Company, without regard to conflict of law provisions.

20- Third party content

The content available through the Service illustrates the opinions of information providers, Users or other visitors not bound by contract with the Company. The Company is not responsible for the accuracy or reliability of any opinion, advice or statement made on the Service by anyone other than authorized employees of the Company while acting in official qualities. The Service contains links to third party Websites, provided solely as a convenience to the Users and not as an endorsement by the Company of the contents on such third-party sites. The Company disclaims any representation or warranty regarding this content and the User's access to those websites is under his/ her sole risk.