
ESTEQDAM UAE PORTAL - TERMS AND CONDITIONS

Last updated: June 2022

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the <http://www.esteqdam.ae> website and the Esteqdam mobile app (the “Service”) operated by Esteqdam (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms (unless specified) apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

1. Description of the Services

Esteqdam is a national portal providing complete e-commerce service to search for suitable manpower.

Esteqdam links you to manpower agencies and communicate your request online. Esteqdam is NOT a provider of manpower.

Esteqdam does not hire any workers or interfere in anyway in the recruitment process at the agencies. Esteqdam only offers to the users the facility of searching for and finding the best worker that suit their requirements and then communicate with the manpower agency to hire the requested worker through the website.

Users must understand that Esteqdam does not offer any verification over the information provided by the manpower agencies nor their compliance with applicable laws. Users can make themselves comfortable with the manpower agencies through reviews and ratings posted by other users. In addition, Esteqdam does not guarantee matching the information provided in the applications displayed on the website with what is actually provided to the users.

Esteqdam has the right to terminate any agency account with low rating and high number of complaints.

2. Making a request / Registration

In order to be registered in Esteqdam as “customer”, you must:

- Have an Emirates ID
- Have a valid email
- Be above 18 years old
- Have a working local mobile phone

The Registration process for users as “customers” are as follows:

- Users will have to fill in the online registration form.
- An activation email will be sent to verify the user email. Users will have to verify their email by clicking on the link in the activation email sent.

In order to be registered in Esteqdam as “Agency”, you must:

- Have a valid Commercial Registration.
- Have a valid email.
- Have a working mobile phone.
- Government approval certificate.

The Registration process for users as “Agency” are as follows:

- An activation email will be sent to verify the user email.
- User will have to verify their email by clicking on the link sent to their email.
- Following verification of the email, users will be required to verify their mobile number by entering the number sent to their mobile as SMS.
- User then to login to the account and complete updating the agency profile.
- The platform’s customer care will validate the Agency details to approve the Agency and activate their account.
- An email will be sent to the Agency notifying them about the activation of their account.

3. Managing and Controlling Hiring Process

- The customer can add a limited number of no more than 15 to the list of preferred domestic workers. If he wants to add more, he should cancel some of the list and replace them with others.
- Users can request hiring of a limited number of no more than 2 domestic workers.
- Requesting to hire the domestic worker does not mean that an order has been placed. The Manpower Agency has to approve the request, then an order will be placed and an invoice will be issued.

- If the concerned Manpower Agency does not respond to the hiring request within 3 days, the application is automatically cancelled.
- The customer can cancel the hiring request at any time even after it has been approved and before proceedings are initiated so that the customer does not incur any cost.
- The invoice can be paid online via the online payment gateway or by cash to the Manpower Agency.

4. Order Cancellation

- Users have the right to cancel their order any time BEFORE the arrival of the worker at cancellation fees set by the agency.
- Esteqdam has the right to cancel any order that is based on inaccurate information.
- The agency has the right to cancel any order before or after acceptance and will notify the client immediately once such situation happens.
- Esteqdam bears no responsibility for the inconvenience that might happen from any cancellation happens.

5. Reviews

Reviews must comply with the following:

- Reviewers must experience the services of the agency before submitting their reviews.
- Reviews must not contain any offensive, abusive, racist, and hateful language.
- Reviews must be relevant, reviews that contain ads of any kind will not be accepted.
- Discrimination related reviews regarding race, religion, gender, origin, age, marital status or disability is not accepted in Esteqdam.
- Reviews referring to illegal activity towards the society and common traditions will not be accepted.
- Reviews based on outdated information will not be accepted.
- Esteqdam has the right to use, reproduce, modify, translate and/or distribute materials related to reviews. Esteqdam is not obligated to pay for anyone for their reviews.

6. Accuracy Warning

This site and its components are offered for informational purposes only; this site shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or

made available via the site, and shall not be responsible or liable for any error or omissions in that information. The manpower agencies are fully responsible for the accuracy of the information provided and workers' CVs uploaded.

7. Privacy Policy

All members have "user names" as their email, and "password" which are determined by the member. The "user name" is specified for the member and the same "user name" cannot be used to different members. The member is the only one who know his/her own "password". It is solely under the member responsibility to keep his/her "password" safe and protected. Esteqdam is not liable for any problems which may occur from the misuse of the password. Esteqdam does not share any contact information or private information with any third parties except the agency which is responsible for the request.

By using Esteqdam you warrant that any personal information provided by you is true, accurate, current and complete in all aspects and that you will keep your records up to date. You agree that you will not impersonate any other person or entity or to use a false name or a name that you are not authorized to use.

Users are not allowed to register multiple accounts for use by the same person. Violation of this clause may result in termination.

Users are responsible for keeping their passwords confidential and protected. It must not be shared or disclosed to anyone. Users are responsible for the requests done using their accounts. In the case if users know or suspect that someone has the knowledge of their password they should contact Esteqdam immediately.

By accepting these Terms and Conditions, users allow Esteqdam to store and use their information provided to Esteqdam (refer to section 7.1). However, Esteqdam guarantees the confidentiality of your personal information and promise that these information are not shared with third parties other than the agency responsible for the request you make.

Esteqdam will take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal information.

Esteqdam will store all the personal information you provide on our secure (password- and firewall-protected) servers.

All electronic financial transactions entered into through our website will be protected by encryption technology.

You acknowledge that the transmission of information over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

7.1 Uses of Information

Esteqdam promise its customers to keep all of their personal information extremely confidential and protected and will not share those information with any other party. Esteqdam may use your personal information to:

- (a) Administer our website and business;
- (b) Personalize our website for you;
- (c) Enable your use of the services available on our website;
- (d) Send you goods purchased through our website;
- (e) Supply to you services purchased through our website;
- (f) Send statements, invoices and payment reminders to you, and collect payments from you;
- (g) Send you non-marketing commercial communications;
- (h) Send you email notifications that you have specifically requested;
- (i) Send you our email newsletter, if you have requested it (you can inform us at any time if you no longer require the newsletter);
- (j) Send you marketing communications relating to our business [or the businesses of carefully-selected third parties] which we think may be of interest to you, by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
- (k) Provide third parties with statistical information about our users (but those third parties will not be able to identify any individual user from that information);
- (l) Deal with enquiries and complaints made by or about you relating to our website;
- (m) Keep our website secure and prevent fraud; and
- (n) Verify compliance with the terms and conditions governing the use of our website (including monitoring private messages sent through our website private messaging service).

8. User Responsibilities

You must:

- Protect your login details and not share them with anyone without your consent. If you suspect or know that someone else has your password, you should contact us immediately or change your password.
- By using the Service, you warrant that any personal information you provide is accurate and true and you will update any of the details when any of them change. You agree not to impersonate anyone or any other entity.
- Follow the laws and regulations of any matter related to work permits, visas and labour laws.
- Abide to the terms of the contract signed between you and the agency.
- You must not use the Service for any unlawful or unauthorized purpose, including and not limited to:
 - Using any unlawful, abusive, offensive, racist, harmful or otherwise objectionable material.
 - Using material that contain a criminal offense, results in civil liability or otherwise breaches any laws, regulations or codes of practice.
 - Interfering with any other person’s use of the Service.
 - Disabling, damaging, impairing the proper working or appearance of Esteqdam or attempting to gain unauthorized access to the Service through hacking, spoofing or other such similar means.

9. Payment Policy

As a [CUSTOMER]

a. Acceptable Payment Methods

You may pay the fees online by credit and debit cards, bank transfer OR by visiting the agency in person.

b. Payment Processing

Credit and debit card payment and bank transfers will be processed via payment gateway.

c. Refund Policy

As per the agreement signed between you and the agency. Esteqdam is not responsible for customer refunds.

As an [AGENCY]

d. Acceptable Payment Methods

Full payment upfront (online) prior to CVs upload, is the only acceptable form of payment for this agreement. The agency has to purchase credit of the number of CVs to be uploaded/published and then renew when needed.

e. Payment Processing

Credit and debit card payment and bank transfers will be processed via payment gateway.

f. Refund Policy

Refunds are made only if:

- A duplicate transaction is received for any paid content on the Service. In this case, the duplicate portion of the payment will be refunded.
- If the agency got terminated, it will be refunded with the remaining CV credit balance (if any).

In the cases of fraudulent or disputed transactions the user should refer to their bank/credit card provider.

10. Intellectual Property

The website and its original content, features, and functionality are owned by Esteqdam and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Users acknowledge that all designs, specifications, trademarks, copyright, patents, know-how and other Intellectual Property Rights in website (together referred to "IP Rights") are the property of Esteqdam and the user shall not acquire any rights or benefit in Esteqdam IP Rights except with the written consent of Esteqdam.

The user shall not either permit the use of any of the designs and specifications or other IP Rights of Esteqdam for the user of any products for any third party.

11. Advertisement

Esteqdam provides spaces for companies to advertise their products or services.

Esteqdam is not responsible for the advertised products or services.

Esteqdam is paid for those adverts and they do not present Esteqdam beliefs.

11.1 Special Provisions Applicable to Advertisers

- Adverts advertised on Esteqdam pages must not contain any illegal, abusive, threatening, harmful, offensive, or otherwise objectionable material.
- Advertisers are required to contact Esteqdam on ads@esteqdam.ae to process their requests.

12. Links to Other Websites

Esteqdam includes hyperlinks to, and details of, third party websites.

Esteqdam has no control over, and are not responsible for, the privacy policies and practices of third parties.

13. Termination Clause of a Worker's Contract

As a [CUSTOMER]

As set in the contract signed between the agency and the client. Termination clause varies from agency to the other.

14. Termination of Agency's Memberships on Esteqdam

As an [AGENCY]

Esteqdam has the right to terminate the membership of any agency if:

- Its rating is not satisfactory
- Receiving many complaints and negative reviews
- The agency breach any term of this agreement
- The agency got disqualified by the concerned authorities

15. Notification of Changes

Esteqdam has the right to change any of the terms at any time when needed.

Any changes occur shall be communicated by email to the email address provided by the user.

16. Esteqdam Rights

Esteqdam has the right to terminate any agency account with low rating and high number of complaints.

Esteqdam has the right to cancel any request that is based on inaccurate information.

Esteqdam has the right to use, reproduce, modify, translate and/or distribute materials related to reviews.

Users have the freedom to review any agency they have dealt with. However, Esteqdam is not obligated to pay for anyone for their reviews.

Esteqdam has the right to change any of the terms at any time when needed.

Esteqdam has the right to change the fees at any time with a prior notice to its members.

Esteqdam has the right to use the data for statistical purposes except for any personal details which will remain strictly confidential.

17. Governing Law

These Terms and Conditions shall be governed by and construed according to the laws of the United Arab Emirates. Disputes arising in connection with these Terms (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the United Arab Emirates courts