

TERMS OF USE

1. Introduction

Welcome to **AlumniHub**, an online platform operated by **Alumni Hub AI Limited**, a company incorporated in the **Dubai International Financial Centre (DIFC)** under registration number **8096**. By accessing or using our platform, website, or related services (collectively, the "Platform"), you agree to be bound by these **Terms of Use** ("Terms"). These Terms apply to all freelancers ("Consultants") providing services to **Alumni Hub AI Limited**. If you do not agree to these Terms, you must not access or use the Platform.

The Platform serves as an intermediary where freelancers offer consultancy services in various fields such as marketing, software development, machine learning, product development and other advisory roles. These Terms govern the rights and responsibilities of both **Alumni Hub AI Limited** and Consultants.

2. Definitions

- **Platform:** The online system through which Consultants offer services to **Alumni Hub AI Limited**.
- **Consultant:** Any freelancer registered on the Platform to provide services, including but not limited to marketing consultation, software development, and business advisory.
- **Services:** Any services provided by Consultants to **Alumni Hub AI Limited** through the Platform.

3. Eligibility to Use the Platform

By registering and using the Platform, you confirm that:

1. You are at least 18 years of age and legally capable of entering into binding contracts.
2. You are acting as an independent contractor and not an employee of **Alumni Hub AI Limited**.
3. You comply with all legal and tax obligations applicable to you in your jurisdiction.
4. You have all necessary licenses, permits, qualifications, and expertise to provide the services you offer.
5. You have provided all necessary information about yourself in the registration form published on _____. The Platform reserves the right, at its sole discretion, to modify the scope

of required information and to notify the Consultant of such changes by publishing an updated list of required information on _____.

Alumni Hub AI Limited reserves the right to refuse service, suspend accounts, or terminate agreements at its sole discretion if a Consultant is found to be in violation of any laws or these Terms.

4. Consultant Responsibilities

As a Consultant, you agree to:

1. **Deliver Professional Services:** Provide services with due diligence, professionalism, and to the standard expected in your industry.
2. **Compliance with Laws:** Ensure that your work complies with all applicable laws, regulations, and industry standards.
3. **Tax Obligations:** You are solely responsible for determining your tax liabilities, including income tax, VAT, or any other local taxes, and for paying any such taxes in accordance with applicable laws.
4. **Timely Invoicing:** Submit invoices accurately and on time, reflecting the services rendered for the specified period.
5. **Maintain Confidentiality:** Protect the confidentiality of any proprietary information shared by **Alumni Hub AI Limited** during the course of the project. This obligation survives termination of these Terms.
6. **Use of Platform:** Use the Platform solely for the purposes of providing services to **Alumni Hub AI Limited** and not for any unlawful activities, including fraud, misrepresentation, or illegal services.
7. **Conflicts of Interest:** Disclose any potential conflicts of interest to **Alumni Hub AI Limited** and refrain from accepting engagements that would compromise your ability to act in the best interests of the Platform.
8. **Use of Software Provided by Alumni Hub AI Limited:** Work using software and tools provided by Alumni Hub AI Limited when required. Alumni Hub AI Limited reserves the right to mandate the use of specific software to ensure consistency and quality of service delivery.
9. **No Equipment Provided:** Acknowledge that Alumni Hub AI Limited does not provide any equipment (e.g., computers, hardware) necessary for the provision of services. You are responsible for ensuring that you have the appropriate equipment to fulfill your obligations.

5. Independent Contractor Status

Consultants acknowledge that their relationship with **Alumni Hub AI Limited** is that of an independent contractor. Nothing in these Terms or any engagement creates an employment relationship, partnership, joint venture, or agency between the Consultant and **Alumni Hub AI Limited**. Consultants will not be entitled to employee benefits such as health insurance, retirement benefits, or any other employment rights. Consultants are responsible for all expenses incurred in providing services unless otherwise agreed in writing.

6. Payment and Invoicing

6.1 Payment Process

- **Monthly Invoices:** Consultants will issue invoices to **Alumni Hub AI Limited** on a monthly basis, reflecting the work completed during the prior month.
- **Payment Timing:** An advance payment of fifty percent (50%) of the total fee shall be due upon the date of approval of the Service Request. The remaining fifty percent (50%) shall be payable following the completion of services and mutual approval of the invoice by the Parties. Any alternative payment arrangement may be established through a separate written agreement between the Parties.
- **Payment Method:** Payments will be made via bank transfer or other approved methods, based on the bank account details provided by the Consultant.

6.2 Taxes and Deductions

- Consultants are responsible for all taxes, including but not limited to income tax, VAT, and any other local taxes. **Alumni Hub AI Limited** bears no responsibility for withholding taxes or making contributions to tax authorities on behalf of Consultants.
- Consultants agree to indemnify and hold **Alumni Hub AI Limited** harmless from any claims or liabilities related to taxes that arise from payments made under these Terms.

6.3 Disputes Regarding Payments

- Consultants must notify **Alumni Hub AI Limited** in writing of any disputes related to payments within **30 days** of the receipt of payment. Failure to raise a dispute within this period will be considered acceptance of the payment as final.

- **Alumni Hub AI Limited** reserves the right to withhold or deduct payments if services rendered are deemed unsatisfactory or if there is a breach of these Terms.

7. Service Delivery and Performance Standards

7.1 Quality of Services

Consultants are expected to provide services in a professional manner, meeting industry standards and the specific requirements set forth by **Alumni Hub AI Limited**. Failure to meet agreed-upon standards or deadlines may result in withholding of payments, termination of the contract, or other legal remedies.

7.2 Delays and Failures

If a Consultant foresees any delay in delivering services, they must notify **Alumni Hub AI Limited** in writing at the earliest opportunity. Repeated failure to meet deadlines or deliver services of an acceptable quality may lead to termination of the Consultant's engagement with the Platform.

8. Intellectual Property

All intellectual property rights, including but not limited to inventions, works of authorship, designs, software, and any other materials developed by Consultants during the provision of services, shall be the exclusive property of **Alumni Hub AI Limited**, unless otherwise agreed in writing.

Consultants agree to assign and transfer all rights, title, and interest in such intellectual property to **Alumni Hub AI Limited**. The Consultant agrees to execute any documents necessary to effectuate such transfer.

9. Limitation of Liability

9.1 Platform's Limited Liability

Alumni Hub AI Limited shall not be liable for any indirect, incidental, special, punitive, or consequential damages arising out of or related to the Consultant's use of the Platform or the provision of services, including but not limited to loss of profits, data, goodwill, or other intangible losses.

The total liability of **Alumni Hub AI Limited** for any claims arising out of or related to these Terms, regardless of the form of the action, shall not exceed the total amount paid to the Consultant in the preceding **three months**.

9.2 Consultant's Liability

Consultants shall be fully liable for any damages, losses, or claims arising from their actions, including but not limited to:

- Breach of confidentiality
- Misuse of intellectual property
- Failure to comply with applicable laws
- Negligent or willful misconduct

Consultants agree to indemnify, defend, and hold **Alumni Hub AI Limited** harmless from and against any claims, damages, losses, or liabilities arising from their actions or breaches of these Terms.

10. Termination

10.1 Termination by the Consultant

Consultants may terminate their engagement with **Alumni Hub AI Limited** by providing **30 days** written notice. Upon termination, Consultants must immediately cease all work and submit a final invoice for any services rendered prior to termination.

10.2 Termination by Alumni Hub AI Limited

Alumni Hub AI Limited reserves the right to terminate a Consultant's engagement without notice in cases of:

- Material breach of these Terms
- Failure to meet performance standards
- Violation of applicable laws
- Any unethical or fraudulent behavior

In such cases, **Alumni Hub AI Limited** may withhold payment for services that are deemed incomplete or unsatisfactory.

11. Confidentiality

11.1 Confidential Information

Consultants acknowledge that during their engagement with **Alumni Hub AI Limited**, they may be exposed to confidential and proprietary information. Consultants agree to:

- Maintain the confidentiality of such information.
- Use confidential information solely for the purpose of providing services.
- Not disclose confidential information to any third party without written consent from **Alumni Hub AI Limited**.

11.2 Post-Termination

The obligation to maintain confidentiality survives the termination of the Consultant's relationship with **Alumni Hub AI Limited** for a period of **two years**.

12. Governing Law and Dispute Resolution

These Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the laws of the **Dubai International Financial Centre (DIFC)**. Any disputes shall be subject to the exclusive jurisdiction of the courts of the DIFC.

13. Modifications to Terms

Alumni Hub AI Limited reserves the right to modify or update these Terms at any time without prior notice. It is the Consultant's responsibility to review these Terms periodically. Continued use of the Platform after modifications indicates acceptance of the updated Terms.

14. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The invalid or unenforceable provision will be replaced by a valid provision that most closely approximates the intent of the original provision.

15. Entire Agreement

These Terms constitute the entire agreement between **Alumni Hub AI Limited** and the Consultant regarding the use of the Platform and the provision of services. Any prior agreements, communications, or understandings are hereby superseded.

16. Contact Information

For questions or concerns about these Terms, please contact **Alumni Hub AI Limited** at:

join@alumnihub.io

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This version of the **Terms of Use** includes additional clauses to further emphasize the responsibility of the freelancers (Consultants) regarding tax compliance, quality of service, liability, and confidentiality obligations. The language has been expanded to ensure that the platform is protected under DIFC law.