

Terms of Use

Effective Date: 25.10.2024

Last Updated: 25.10.2024

These Terms of Use (“Terms”) establish the terms and conditions under which AlumniHub (“the Platform,” “we,” “us,” or “our”), a legal entity incorporated and registered under the laws of the Dubai International Financial Centre (DIFC), offers its services to its Clients (“Client” or “Clients”), which are business entities, including but not limited to corporations, limited liability companies, partnerships, and other legally recognized entities. By registering on the Platform and submitting a request for services (“Service Request”), the Client acknowledges and agrees to be legally bound by these Terms. These Terms regulate the provision of consulting and project management services, as well as any related services, offered through the Platform.

1. Definitions and Scope of Services

The Platform offers two distinct categories of professional services: **Consulting Services** and **Project Delivery Services**. These services are designed to assist Clients in a variety of business operations, including advisory, strategic planning, implementation of solutions, and management of specific projects. The scope and structure of each type of service are outlined below.

1.1 Consulting Services (“Consulting”)

Consulting Services provided by the Platform are designed to offer expert advice, analysis, and tailored solutions to address specific business challenges or opportunities identified by the Client. Such Consulting Services may include, but are not limited to:

- Strategic planning and corporate development aimed at achieving long-term growth objectives;
- Financial advisory services, encompassing investment strategy, capital raising, and financial risk assessment;
- Market research, competitive analysis, and industry benchmarking to support Client decision-making processes;
- Operational efficiency audits to streamline internal processes and reduce costs;
- Management consulting, which may involve organizational restructuring, business transformation, or human capital optimization;
- Risk management consulting aimed at mitigating potential business threats;
- Compliance advisory services to ensure adherence to applicable laws, regulations, and industry standards.

Consulting Services shall be provided on either an ongoing or ad hoc basis, and the specific nature of such services will be defined in detail within the Client’s Service Request. Fees for these services shall be invoiced periodically, based on the number of hours worked or the completion of agreed deliverables within the reporting period, unless otherwise mutually agreed upon by the Parties.

Upon the successful completion of the initial Consulting Service engagement, the Platform shall have the right to utilize the Client’s trademark for marketing and promotional purposes on the Platform, showcasing the successful collaboration, unless the Client expressly prohibits such use in writing.

Freelancers and consultants engaged by the Platform are authorized to employ their own tools, methodologies, and resources during their interactions with the Client, provided that such usage remains compliant with the agreed-upon deliverables and service standards set forth by the Platform.

In the event that the Client engages directly with a consultant or freelancer initially provided through the Platform, circumventing the Platform's services (e.g., following a three-month period of engagement via the Platform), the Client shall be obligated to pay a fixed penalty of US\$15'000 to the Platform for breach of the non-circumvention clause.

Freelancers and consultants provided by the Platform are considered partners of the Platform. Should the Client seek to hire any such freelancer or consultant directly, the Client is required to enter into a negotiation process with the Platform. If the negotiation results in the successful hiring of the consultant or freelancer, the Client agrees to pay the Platform a fee equivalent to 12% of the annual salary offered to the consultant or freelancer, as this transaction shall be deemed a recruitment service rendered by the Platform.

1.2 Project Delivery Services (“Projects”)

Project Delivery Services refer to the management, coordination, and supervision of specific, well-defined projects requested by the Client. These projects may vary in scale and complexity, and are often strategic or operational in nature. Typical project services provided by the Platform may include:

- Backend Development: design scalable, efficient infrastructure to support fast-growing companies and enable digital transformation;
- Performance Optimization: identify and fix bottlenecks in your code, architecture and infrastructure to optimise system scalability and improve overall software performance
- Full Cycle Product Development & Launch: build and launch scalable, market-ready products tailored to each iteration with post-launch support
- ML Infrastructure: develop scalable, efficient ML infrastructure tailored to your model, data, and project requirements
- MLOps: streamline and scale the machine learning lifecycle, ensuring easy development, deployment, and maintenance
- Full lifecycle management of large-scale corporate initiatives, such as mergers, acquisitions, divestitures, system implementations, and digital transformations;
- Scheduling, budgeting, and resource allocation for the successful execution of the project;
- Coordination of internal and external stakeholders, ensuring timely communication and collaboration;
- Risk mitigation strategies to minimize disruptions and potential delays;
- Monitoring project progress and managing deliverables to meet pre-agreed milestones;
- Project reporting and documentation to ensure transparency and accountability throughout the project lifecycle.

The full list of services under Project Delivery Services is published at the following address: <https://platform.alumnihub.io/>

Unlike Consulting Services, which are covered under these Terms, Projects are subject to a separate Project Agreement negotiated between the Platform and the Client. The Project Agreement will define all commercial terms, timelines, deliverables, and any specific requirements related to the project. These terms will override the provisions within these Terms where applicable for the Project.

2. Registration and Acceptance of Terms

2.1 Client Registration Process

To access the services provided by the Platform, the Client must complete a registration process, providing all required information, including the legal name of the entity, contact details, and the designation of an authorized representative. The authorized representative must be a duly authorized person capable of entering into legally binding agreements on behalf of the Client. By completing the registration process, the Client agrees to these Terms in full, which shall govern the relationship between the Client and the Platform from the date of registration.

The Client is responsible for maintaining the accuracy and completeness of the information provided during registration. Should any changes occur to the Client's business or legal status, the Client is required to notify the Platform in a timely manner.

2.2 Submission of Service Requests

Upon completing the registration process, the Client may submit Service Requests through the Platform, specifying the type of service required—whether Consulting Services or Project Management Services. The Service Request must be clear and detailed, outlining the specific business objectives or challenges that the Client seeks to address. The Platform will review the Service Request and, if accepted, confirm the scope, timeline, and estimated costs for the services requested.

For Consulting Services, the acceptance of the Service Request will be governed by these Terms. For Projects, a separate Project Agreement will be negotiated and signed, which may include additional or different terms specific to the scope and nature of the project.

3. Consulting Services: Commercial Terms and Payment Structure

3.1 Monthly Billing Cycle for Consulting Services

The Platform shall issue monthly invoices for Consulting Services rendered during the preceding reporting period. The Client shall remit an advance payment equal to fifty percent (50%) of the total fee specified in the Service Request or any other written agreement between the Client and the Platform, within five (5) business days following the mutual approval of the Service Request by both Parties. The remaining fifty percent (50%) of the total fee shall be due and payable within five (5) business days subsequent to the completion and formal acceptance of the Consulting Services by the Client.

3.2 Fee Structure for Consulting Services

Consulting Services may be billed on an hourly basis, as a fixed-fee arrangement, or based on the completion of specific deliverables, depending on the nature of the services requested and agreed upon between the Platform and the Client. The Client is responsible for reviewing and agreeing to the applicable fee structure before the commencement of services. Any additional work or services requested by the Client that are beyond the scope initially agreed upon may result in additional fees, which must be approved by the Client before work proceeds.

3.3 Late Payments and Remedies

If the Client fails to make payment within the thirty (30) day payment period, the Platform reserves the right to suspend the provision of all ongoing services until payment is made in full. Interest on overdue payments will accrue at a rate of 8% per month or the highest rate allowed by applicable law, whichever is lower. The Client will be responsible for any additional costs incurred in recovering unpaid amounts, including legal fees and collection costs. Continued non-payment may result in the termination of services and legal action to recover the outstanding balance.

4. Project Management Services: Specific Terms and Conditions

4.1 Separate Project Agreements

Each Project undertaken by the Platform will be governed by a separate Project Agreement that sets forth the detailed scope of work, deliverables, timelines, milestones, and commercial terms applicable to the specific project. The Project Agreement will supersede these Terms where it pertains to the commercial arrangements, payment schedules, and specific project requirements. However, the general legal provisions of these Terms, including but not limited to confidentiality, limitation of liability, and governing law, shall remain in full force unless expressly modified by the Project Agreement.

4.2 Modifications to Project Scope and Fees

Any changes to the agreed-upon scope of work, timelines, or deliverables during the execution of a Project must be approved in writing by both the Client and the Platform. Such modifications may affect the project fees and deadlines. The Platform will provide the Client with an estimate of any additional costs and the revised timeline resulting from the scope modifications. The Client must formally approve these changes before the Platform proceeds with the amended scope of work.

5. Client Obligations and Responsibilities

5.1 Accurate and Complete Information

The Client agrees to provide accurate, up-to-date, and complete information at the time of registration and throughout the duration of the relationship with the Platform. The provision of Consulting Services or Project Services is contingent upon the Client providing all necessary information, documents, access to personnel, and resources required to complete the services. Failure to provide accurate information may lead to delays, errors, or additional costs, for which the Client will be solely responsible.

5.2 Collaboration and Timely Responses

The Client agrees to cooperate fully with the Platform during the provision of services, including responding promptly to requests for information, providing access to relevant systems or personnel, and participating in status meetings or discussions as necessary. The Client acknowledges that delays in providing required information or cooperation may result in project delays or cost overruns, which will be the responsibility of the Client.

5.3 Payment of Fees and Invoicing Disputes

The Client agrees to pay all invoices issued by the Platform within the agreed-upon payment period. In the event that the Client disputes any portion of an invoice, the Client must notify the Platform in writing within ten (10) business days of receipt of the invoice, specifying the nature of the dispute. Failure to raise a dispute within this period will result in the Client waiving its right to contest the invoice, and the full amount shall become due and payable.

5.4 Use of Deliverables and Intellectual Property

Any reports, documents, recommendations, or other materials ("Deliverables") provided to the Client as part of the Consulting or Project Services are intended for the Client's internal business purposes only. The Client is granted a non-exclusive, non-transferable license to use the Deliverables solely for the purposes specified in the relevant Service Request or Project Agreement. The Client is not permitted to sell, sublicense, or otherwise distribute the Deliverables to third parties without the express written consent of the Platform.

6. Platform's Limitation of Liability

6.1 Limitation of Liability for Direct Damages

The liability of the Platform to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to direct, proven damages suffered by the Client as a result of a breach of the

6.2 Cap on Liability

The maximum liability of the Platform for any claims arising under these Terms shall not exceed the total fees paid by the Client under the relevant Service Request or Project Agreement during the twelve (12) months preceding the claim.

6.3 Exclusion of Indirect Damages

Under no circumstances shall the Platform be liable for any indirect, consequential, or incidental damages, including but not limited to lost profits, loss of business, loss of goodwill, or reputational harm.

7. Confidentiality

7.1 Confidential Information

The Client and the Platform agree to maintain the confidentiality of any proprietary or sensitive information shared during the course of service performance. Neither party shall disclose any confidential information to third parties without prior written consent, except where required by law or regulation.

7.2 Exceptions

Confidential information does not include information that (i) is publicly available at the time of disclosure, (ii) is independently developed by the receiving party without reliance on the disclosed information, or (iii) is lawfully obtained from a third party without restrictions on disclosure.

8. Governing Law and Dispute Resolution

8.1 Governing Law

These Terms, and any dispute or claim arising from or related to them, shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre ("DIFC").

8.2 Dispute Resolution

Any dispute arising out of or in connection with these Terms shall be referred to and finally resolved by the DIFC Courts, which shall have exclusive jurisdiction over any such disputes. The parties agree to first attempt to resolve any dispute through good faith negotiations before pursuing formal legal action.

9. Termination

9.1 Termination by the Client

The Client may terminate the provision of Consulting services at any time by providing written notice to the Platform. Termination will not affect the Client's obligation to pay for services already rendered up to the date of termination.

9.2 Termination by the Platform

The Platform reserves the right to terminate or suspend the provision of services to the Client for breach of these Terms, including but not limited to failure to make timely payments. In the event of termination, the Client remains liable for any outstanding fees for services rendered.

10. Intellectual Property Rights

10.1 Ownership of Deliverables

Unless otherwise agreed in writing, all deliverables, reports, and other materials provided to the Client as part of the Consulting services shall become the exclusive intellectual property of the Client. The Client is granted full and exclusive rights to use, modify, and distribute such materials, including the right to provide these materials to third parties or to offer services to third parties based on the deliverables.

10.2 Client Materials

The Client retains ownership of any materials or intellectual property it provides to the Platform for the purpose of service performance. The Client grants the Platform a limited license to use such materials solely for the purpose of delivering the services.

11. Modifications to Terms

The Platform reserves the right to modify or update these Terms at any time. Clients will be notified of any material changes, and continued use of the Platform following such notification constitutes acceptance of the updated Terms.

12. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, or governmental actions.

13. Entire Agreement

These Terms, together with any accepted Service Requests and Project Agreements, constitute the entire agreement between the Client and the Platform with respect to the services provided and supersede any prior agreements or understandings between the parties.

By registering on the Platform and submitting a Service Request, the Client acknowledges that they have read, understood, and agree to be bound by these Terms.