

National Self-Employment Portal

NSEP

Privacy Policy

(Latest Update October, 2019)

SR.No.

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1. About the Privacy Policy

Please read this privacy policy carefully to understand the practices regarding user information and how the portal will treat it. If portal's privacy policy not agreed or acceptable in its entirety, it is user's choice not to use the National Self-employment portal at <https://NSEP.ae>, and/or its mobile application. By accessing or using this site, the user agrees to this privacy policy. This policy may change from time to time, continued use of this portal after changes made is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Please review the NSEP Terms of Service at <https://NSEP.ae/en/Home/TermAndCondition> for more details about the usage and other terms.

2. Definition of Key Terms

- a. **Account:** means the account associated with your email address.
- b. **National self-employment portal (NSEP) :** It's a government electronic platform established by the Ministry of Human Resources and Emiratisation to connect the freelancers who have skills or practices with various entities in which it needs a temporary support, in turn, Emirati's freelancers can earn income through a non-traditional dynamic path .
- c. **Privacy Policy:** This document in its entirety which is accepted by the Freelancer , Client and users to use this portal.
- d. **Freelancer :** A UAE National who will perform services on the national self-employment portal and must be above 21
- e. **Client:** An Entity (Governmental , Semi Governmental or private sectors) who purchases services on the national self-employment portal .
- f. **User:** User can be a freelancer or a client, and must be above 21
- g. **Promotion:** NSEP may display your company or business name, logo, images or other media as part of the services and/or other marketing materials relating to the portal, except where you have explicitly requested in written that you do not want to disclose any of the mentioned ,
You acknowledge that we may use the public description of your Projects and the content of your profile information on the Website for marketing and other related purposes.
- h. **Complaint matrix:** means the process to be followed by the freelancer or the client in accordance with the complaint management.
- i. **Identity Details:** full name, proof of identity (e.g. Emirates ID, passport), banking details, photograph of the user.

- j. Inactive Account:** means a User Account that has not been logged into for a 6 month period, “or other period determined by us from time to time”.
- k. Intellectual Property Rights:** means any and all intellectual property rights, existing worldwide and the subject matter of such rights, including: (a) Trade licenses , copyright, (or similar rights), registered designs, registered and unregistered trademarks, and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in paragraph (a), whether or not such rights are registered or capable of being registered and whether existing under UAE laws.
- l. Milestone Payment:** means a payment made by the client for the provision of services under an acceptance of both parties & user contract , and which will be released in accordance with the section "Milestone Payments"
- m. User Contract:** means: (1) this privacy policy; (2) the Code of Ethics and Professional Conduct “*as Per UAE Civil regulations*”; (3) any other contractual provisions accepted by both the client & the freelancer uploaded to the portal, to the extent not inconsistent with the privacy policy and the Code of Conduct.
- n. Cookies:** A small text file(s) which is stored on the user’s browser upon visiting the Portal through computer or Mobile device. Mostly used for providing better personalized user experience and usage tracking.
- o. VAT:** Value Added Tax, A tax imposed on the import and supply of Goods and Services at each stage of production and distribution, including the Deemed Supply., as per Federal Decree-Law No. (8) of 2017 on Value Added Tax.
- p. Service/ Project or Listing:** means a listed/posted service(s) offered/published by the client via the portal in which it can be performed by the freelancer, as per the below :-
 - i. Online Services: Any service which can be delivered online through the national self-employment portal, for example: Translation, Data Entry, Graphics Design, Web Design, and Presentation etc. will be treated as Online Service and its Payment will be made by the client online.

3. General Terms

- a. National self-employment portal, does not disclose Freelancer or Client personal information to third parties except as required to provide Services on the portal or for portal operations, for example, to process payment to the third party online credit card payment processor which client used to make payments to the freelancer.
- b. National self-employment portal collects information that is provided by Freelancer or the client, also some general technical information that is automatically gathered by the national self-employment systems, such as IP address, cookies, browser information, portal operation, optimization, analytics, content promotion and enhancement of user experience.

- c. Information that Freelancer or Client provides at National self-employment portal in the process of the registration will remain private and secure including contact information.
- d. Information that Freelancer or Client choose to publish on the portal (photos, videos, text, reviews, deliveries) is no longer treated as private or personal, just like any information published online.
- e. National self-employment portal may use the information to contact Freelancer or Client to provide notices related to activities or offer promotions and general updates.

4. Information Collection

- a. When the Freelancer or Client registers to the National self-employment portal, specific personal information is required including a valid email address, location, username, and emirate id etc. The national self-employment portal may collect additional information such as physical address and additional authentication information, to provide Freelancer and Client with the services needed such as payment or withdrawal of funds, or to ensure the portal integrity. Information is collected to provide better services and enhanced user experience to all the portal users.
- b. The national self-employment portal may collect information while user accesses, browses, views or otherwise use the site. In other words, when user access the site , the portal aware of usage of the site, and may gather, collect and record the information relating to such usage, including geo-location information, IP address, device and connection information, browser information and web-log information, and all communications recorded by users through the site. National self-employment portal may use that information to enhance the user experience, personalize your browsing experience as well as monitor the portal for fraud and inappropriate content or behavior and for portal operations and management.
- c. If the national self-employment portal post any Ads, it may gather HTTP request data like, User Agent, IP, Host, URL, Country from which request is made, Browser Info, Device, Operating System and its version.
- d. Once Freelancer or Client register, their username or name and additional information regarding activity or service is made public and is visible to all users of the site. This information includes photos, service information, ratings, reviews, and additional information will be added in their profile respectively to the usage manual.
- e. National self-employment portal, also collects technical information indirectly and automatically through the systems. This information may include Internet Protocol (IP) address, software configuration, operating system and through the use of cookies. Cookies ultimately helps the portal improves user navigation and ease portal usage. further information about cookies in this policy below, under the use of cookies section.

5. Usage of the Collected Information

- a. National self-employment portal uses personal information only as appropriate to provide quality services. For example, it may use the collected information from the user to verify identity, also use this information to establish and set up a user account, verify or re-issue a password, log user activity and contact the user from time to time.
- b. The collected information's helps the portal to improve & customize browsing for the user's experience, and to inform the user about additional products, services or promotions that may be of interest.
- c. User information helps to track any fraudulent activities, inappropriate activities and monitor contents integrity.
- d. If user deactivates or disable their account, national self-employment portal may keep all or part of the information, but only use it to comply with regulatory requirements and to contact user occasionally with the option to reactivate the account.
- e. National self-employment portal will ask for user consent before using information for a purpose other than those set out in this privacy policy. Also, it may process personal information on its servers in different jurisdictions worldwide if needed.
- f. The National self-employment portal retains information as long as it is necessary and relevant for portal operations. Also, it may retain personal information from closed accounts to comply with the law, prevent fraud, collect any fees owed, resolve complaints, troubleshoot problems, assist with any investigation, contact the user for any promotions, enforce the portal terms and take other actions permitted by law.

5. A How we collect personal information

While using this portal, you may be asked to provide certain types of personal information. This might happen through our website, mobile application, online chat systems, telephone, paper forms, these collected Information will be governed by this Privacy Policy:

- **Account Details** - username, password, profile picture.
- **Contact Details** - email address, phone number or other communication method ,
- **Location Details** - physical address, billing address, time zone.
- **Identity Details** - full name, proof of identity (e.g. Emirates ID, passport), the residential address
- **Financial Information** - credit card details, wire transfer details, payment processor details, tax numbers.
- **User Generated Content** - project descriptions and attachments, bid description, user profiles, user reviews, contest descriptions and attachment, user messages etc.

6. Identity / Know Your counter party

You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. User must, at our request: (1) provide further information to us, which may include your date of birth and or other information that will allow us to reasonably identify you; (2) take steps to confirm ownership of your email address or financial instruments; or (3) verify your information against third party databases or through other sources.

User must also, at our request, provide copies of identification documents (such as your passport or Emirates ID). We may also ask you to provide photographic identification holding your identification together with a sign with a code that we provide as an additional identity verification step.

We reserve the right to close, suspend, or limit access to your Account, the Website and/or Freelancer Services in the event we are unable to obtain or verify to our satisfaction the information which we request under this section.

We reserve the right to update your particulars on the website in order to match any identity documentation that has been provided. Disbursements such as wire transfers from the website may only be made to the beneficiary matching your provided identity documents and account information.

7. Sharing Personal Information with Third Parties

- a. The national self-employment portal, do not sell or rent user personal information to third parties for their marketing purposes without user explicit consent on it. The portal may combine user personal information with information which collects automatically or obtain from other companies and use it to improve and personalize portal usage, contents, advertising, operations and management.
- b. If user not willing to receive marketing communications from the portal, then it can be opted out by the unsubscribing
- c. National self-employment portal may provide user personal details to third parties, only to operate the Site, and prevent fraud and illegal activities, as detailed below:
 - i. To freelancer for opening, operating and servicing user account, for example, Payment Processor for online Credit Card Transactions, CRM System, Mailing System, Bank for funds transfer or technical/complaint managing .
 - ii. To respond to legal requirements or court order, judicial process or regulatory authorities.
 - iii. Method of Payment, Card Types accepted and Currency: Inclusion is mandatory and should have the below mentioned point. [Method of Payment must include all the details related to payment such as Payment method, Card Types accepted, Currency etc].

- a. “We accept payments online using Visa and MasterCard credit/debit card in AED (or any other agreed currency)”. The logo of the accepted cards are to be mentioned on their Home page and on their Payment check out page.



- iv. The portal does not collect credit information but allows the third-party to: 1) collecting banking information, 2) collecting payments from clients on the portal, 3) transferring payments to the freelancers through the portal.
- v. National self-employment portal does not collect or exposed payment information as the payment processor(s), these information are subject to the privacy policy.
- vi. “All credit/debit cards details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties”.
- vii. “The Website Policies and Terms & Conditions may be changed or updated occasionally to meet the requirements and standards. Therefore the Customers’ are encouraged to frequently visit these sections in order to be updated about the changes on the website. Modifications will be effective on the day they are posted”.

7.A Links to other sites

On the portal, you will encounter links to third party websites. These links may be from us, or they may appear as content generated by other users. These linked sites are not under our control and thus we are not responsible for their actions. Before providing your personal information via any other link, we advise you to examine the terms and conditions of using that portal and its privacy policy.

8. Use of Cookies

- a. Once user visit the portal, it may use industry-wide technologies such as "cookies" or similar technologies, which store specific information on your computer and which will include but not limiting to enable automatic sign-in to the portal, make user browsing much more convenient and effortless and allow the portal to check user experience and offer some personalized browsing or promotions.

- b. Cookies are text files that help store user preferences and activities. The portal uses cookies to collect statistical data about its use, to tailor the portal's functionality to suit personal preferences and to assist with various aspects of Portal operation.
- c. Cookies files may contain a variety of information such as information about web pages visited by the user, data about how the user came to visit particular sites, the time spent by the user visiting individual sites, the scope and nature of those sites, areas viewed by the user with some additional information.

9. Blocking Cookies

- a. A user may set the browser to block all cookies, including cookies associated with the portal. Please view information on deleting or controlling cookies as per browser manual/guide.
- b. Please note that some of our portal features may not function properly if cookies are disabled. As an example cookies may save user time to enter usernames and password and allow session continuity

10. Security

- a. National self-employment portal takes care in maintaining the security of the portal and user information and in preventing unauthorized access to it through industry standard technologies and internal procedures. However, the portal does not guarantee that unauthorized access will never occur.
- b. Users who have registered to the National self-employment portal agree to keep their password in strict confidence and will not disclose to any other.

11. Third Party Sites

- a. National self-employment portal may contain links or integration interface with third party websites or system , the portal is not responsible for these sites and has no liability whatsoever with regards to their privacy policies or any other legal matter or its functionality.
- b. National self-employment portal encourages its users to carefully read the privacy policies and the terms of use of such websites. Portal's terms of service and privacy policy apply only to information collected by National self-employment portal as per this policy.

12.Updating Your Information

- a. National self-employment portal takes steps to ensure that the personal information collected is accurate and up to date, and users are given the option to update information through profile settings.
- b. If the user found or believe the information provided is incorrect or inaccurate, you may inform our Support Team at spdept@mohre.gov.ae. The portal will take measures to correct any inaccuracies as quickly as possible or provide you an option to update it or delete it unless the portal requires to keep that information for business or legal purpose.
- c. When user updating personal information, National self-employment portal may ask to verify user identity before it can be further processed.
- d. A user may send an inquiry or request to National self-employment portal Support Team at spdept@mohre.gov.ae to correct any personal information that the user has provided at the portal. For all such inquiries or request, National self-employment portal Support may ask for verification or ask user to login and update the information by their selves.
- e. National self-employment portal encourages users to keep their information updated in the system as the Support team may not delete any user information until requested by the user, required by the law and regulations of UAE or it a breach of any term of this privacy has been occurred.
- f. National self-employment portal may not entertain a request to change information by a user if the same changes user can update through the available interface or change would violate any law or legal requirements.
- g. If a user deletes any of the contents published at the portal, copies of your contents may remain viewable in cached and archived pages or might have been copied or stored by other Portal users. Proper access and use of information provided on the site, including user contents, is governed by Terms of Service available at <https://NSEP.ae/en/Home/TermAndCondition>.

13.Changes to the Privacy Policy

- a. National self-employment portal reserves the rights to change this privacy policy at any time, so please revisit this page frequently.
- b. Changes to this privacy policy are effective as of the last update date and user continued use of the portal on or after the last update date will constitute acceptance of and agreement to be bound by those changes.

14. Transferring Project Ownership

If the project intellectual property rights transferred through a business transition including but not limited to a merger, acquisition, or sale of all or a portion of assets, user information may also be transferred to the assets transferee.

Each User acknowledges that nothing in this policy creates a partnership, joint venture, agency or employment relationship between Users. Nothing in this User Agreement shall in any way be construed as forming a joint venture, partnership or an employer-employee relationship between NSEP and any User.

15. Fees and Charges

15 A: For Clients

Projects/service

- i) Client is free to sign up, post a project, review the freelancer's portfolio and discuss the project requirements.
- ii) The cost and how this fee is charged depends on the type of project & clients estimated budget (the preserved amount in the wallet)

	Fixed time project	One day project
Duration	From 2 weeks to 4 weeks	8 hours
payment	Shall be determined as per the project millstone Payment System & completion	

- iii) Extra/additional work, shall be paid separately (with new bidding) as per client's requirement/request , However, the client, shall notify the freelancer with their amendments, changes or extra work before the final deliverance with 3 working days with consideration that these extra work will not exceed 20% of the original millstone,
- iv) These "Extra work "may require time extend to be delivered (*this condition will not be applicable for one day projects*)
- v) Clients may cancel the project from their dashboard within 3 days from the posting, provided that they do not have any bidding acceptance or any actual agreement with the

freelancer, In case of any acceptance by the freelancer to any bidding or any agreement had occurred with the client, the last-mentioned shall pay shall the freelancer as per the project millstone & completion with no refund payment to the client.

- vi) You acknowledge and agree that, we are not a bank or other licensed financial institution and do not provide banking services or any financial services to you;

- vii) Releasing the preserved amount will be under the full satisfactory of the client respectfully to the Project Payment Method as the below :

Client satisfaction & project completion payments		
Satisfaction rate / Project completion percentage	Amount percentage to deduct from <u>the actual bidding amount</u>	
100 %	Full amount released	A freelancer’s ratings help employers evaluate their overall performance on NSEP.ae , The higher the ratings, the more credible and trustworthy a freelancer becomes towards employers.
99% to 85 %	1% - 2.5%	
84 % to 75 %	2.5% - 4%	
74% to 50%	4% - 8%	
Below 50%	50% and above	

15 .B: for Freelancers

Freelancer is free to sign up, create a profile, select skills of projects you are interested in, upload a portfolio, receive project notifications, discuss project details with the employer, bid on projects with unlimited number of biddings

You acknowledge and agree that, we are not a bank or other licensed financial institution and do not provide banking services or any financial services to you;

16. Legal Limitations

We may plead this User Agreement in bar to any claim, action, proceeding or suit brought by either the freelancer or the client , against us for any matter arising out of any transaction or otherwise in respect of this User Agreement.

16. A : Notices

Notices will be served through the email address which has been provide through this portal during the registration process. Notice will be deemed given **48 hours** after email is sent, unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, the sending party may sent a text message on the registered phone number.

16. B Complaint Matrix

(Complaint management respectively to the payment method)

In the event that any dispute arises between the freelancer and the client regarding or relating to this Agreement and/or any aspect of the Company, the parties consent to resolve such complaint as per the below scenarios :

Scenario No.1	Scenario No.2	Scenario No.3
if the client required an evaluator for the project which is <u>below 30% completion</u> , the evaluator shall be appointed & paid by client , the last mentioned shall notice (15.A) the freelancer with limited time period (within 2 working) days Max.	if the client required an evaluator for his <u>un-satisfaction</u> , the evaluator shall be appointed & paid by client , the last mentioned shall notice (15.A) the freelancer with limited time period (within 2 working) days Max	If the parties failed to settle amicably any complaint that will arise from the interpretation or enforcement of this Agreement, they may refer the complaint to “Dispute Management Centre “, the claimant party shall afford the court fees.
A full justification shall be submit to the counter party before raising the complaint		

17. Refunds

If the amount that shall be refunded relates to the project millstone, (Sub-clause 15.A-vii) shall be fully considered

We may refund funds to the client irrespective of whether: (1) we are bounded by law; (2) we dedicated that the User made a duplicate payment in error;

If we agree to the refund, the funds will be received by the User via the same payment method(s) that the User used to make the original payment to us.

You acknowledge and agree that we may seek to verify your identity or request additional information from you as part of our anti-fraud, as outlined in the "Identity" section of this policy.

You can request a refund by using our customer support website or emailing us at spdept@mohre.gov.ae

18. Closing user account

User may close their account at any time. The option is located in the Account Settings.

Account closure is subject to:

1. not having any outstanding listings on the portal;
2. resolving any outstanding matters (such as a suspension or restriction on your account); and
3. Paying any outstanding fees or amounts owing on the account.

We may retain some of your personal information to satisfy regulatory requirements and our own external obligations. Closing your account does not necessarily delete or remove all of the information we hold.

19. Using NSEP

Each User acknowledges and agrees that the relationship between the freelancer and the client is that of an independent contractor. Nothing in this User Agreement creates a partnership, joint venture, agency or employment relationship between Users. Nothing in this User Agreement shall in any way be construed as forming a joint venture, partnership or an employer-employee relationship between Freelancer and any User.

While using the portal, user will not attempt to or otherwise do any of the following:

- ✓ post content or items in inappropriate categories or areas on NSEP portal ;
- ✓ infringe any laws, third party rights or our policies, such as the Code of Conduct;

- ✓ fail to deliver payment for services delivered to you;
- ✓ post false, inaccurate, misleading, deceptive, defamatory or offensive content (including personal information);
- ✓ take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the portal);
- ✓ transfer your account (including feedback) and Username to another party without our consent;
- ✓ distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
- ✓ distribute viruses or any other technologies that may harm the available accounts, portal, or the interests or property of NSEP users (including their Intellectual Property Rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- ✓ Downloading and aggregate listings from our portal for display with listings from other websites without our express written permission, "frame", "mirror" or otherwise incorporate any part of the portal into any other websites without our prior written authorisation;
- ✓ attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the portal;
- ✓ copy, modify or distribute rights or content from the portal or NSEP's copyrights and trademarks; or
- ✓ Harvest or otherwise collect information about Users, including email addresses, without their consent.
- ✓ Use NSEP to facilitate money exchange including, but not limited to, crypto currency (e.g. bitcoin, ethereum, etc).

20.Disclaimer of Warranties; Limitation of Liability; Indemnity

- The information contained in this portal is for general information purposes only. The information is provided by NSEP.ae, and while we endeavor to keep the information up to date and correct, we take no representations or warranties of any kind, express or

implied, about the completeness, accuracy, reliability, suitability or availability with respect to any agreement , contractual agreement or acceptance of any type between the freelancer & the client , either any shared information, products, services, or related graphics contained on the portal for any purpose which will not inconsistent with CoC. Any reliance you place on such information is therefore strictly your solely risk.

- In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this portal.
- Every effort is made to keep the portal up and running smoothly. However, NSEP takes no responsibility for, and will not be liable for, the portal being temporarily unavailable due to technical issues beyond our control.

21.Inquiries and Questions

For any questions or comments regarding this privacy policy, please email at spdept@mohre.gov.ae or call us on **800-60** and our support team will make the necessary efforts & action to reply you from **48-72 hours** .