

TERMS AND CONDITIONS

- 1. AZRAQ CONFIDENTIALITY TERMS
- 2. AZRAQ SOCIAL MEDIA POLICY
- 3. AZRAQ IT POLICY
- 4. MEDIA POLICIES AND PROCEDURES AGREEMENT
- 5. AZRAQ MEMBER WAIVER OF LIABILITY

Please take the time to read and understand the Terms and Conditions ("Terms") prior to your association with AZRAQ. These Terms are an agreement between you and AZRAQ.

Once you click "I Agree" and you **sign** this document, you agree to the Terms as a legally binding contract between you and AZRAQ.

1- AZRAQ CONFIDENTIALITY TERMS

1.) <u>Term</u>

This Agreement shall be deemed effective as of the commencement of my initial contact with AZRAQ and shall continue in full force and effect for the duration of my association with AZRAQ and indefinitely thereafter.

2.) Confidentiality

- (a) <u>Confidential Information.</u> The success of AZRAQ depends upon the proper safeguarding of Confidential Information ("Confidential Information") developed within AZRAQ or entrusted to AZRAQ by clients, consultants, business associates, and other third parties (such as sponsors, supporters, etc.). Some of the information I receive may also touch upon the privacy interests of individuals affiliated with AZRAQ and must be safeguarded for that reason as well. I promise to preserve the confidentiality of AZRAQ's private and confidential information that is learned or developed by and/or disclosed to me through my association with AZRAQ and to use all such information only as necessary and appropriate for AZRAQ's legitimate business purposes. I also promise to safeguard against disclosure without the prior written consent of AZRAQ all information touching on the privacy interests of members, volunteers, and clients of AZRAQ. Such Confidential Information includes, without limitation:
 - (1) information about AZRAQ's former, current, and/or potential future campaigns, including any campaign-related research, media, strategies, coordinates/routes travelled, data, methods of collecting data, and/or information collected regarding the activities of various entities (including but not limited to government organizations, non-government organizations, businesses, etc.) and/or individuals;
 - (2) financial information of any kind regarding AZRAQ and/or its members,

volunteers, clients, supporters, consultants, customers, distributors, vendors, media companies, and/or business associates, including but not limited to costs, surpluses, markets, sales, unpublished financial information, budgets, revenues, projections, contracts, accounting, and other financial records and documents;

- (3) the identity, location, practices, requirements and/or other information of AZRAQ members, volunteers, clients, supporters, consultants, customers, distributors, vendors, media companies, and/or business associates;
- (4) communications of any kind between AZRAQ and any members, volunteers, clients, supporters, consultants, customers, distributors, vendors, media companies, and/or business associates.
 - all other information that has or could have commercial or strategic value—or value of any other kind— to the business/mission in which AZRAQ is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of AZRAQ and/or its clients, whether or not such information is identified as Confidential Information by AZRAQ

- (b) <u>Proprietary Information</u>. Additionally, during my association with AZRAQ, I may become involved in, or learn about matters regarding Proprietary Information ("Proprietary Information") which may or may not be related to the associates and/or managers of AZRAQ (collectively referred to as "Protected Parties"). Such Proprietary Information includes, but is not limited to ideas, trademarks, service marks, sound marks, inventions, patents, designs, trade secrets, strategic plans, copyrights, copyrightable works, and/or business ideas. I agree that all matters of Proprietary Information, whether or not relating to the Protected Parties, are acknowledged to be private, confidential, and/or proprietary. I agree that I will not at any time (whether before, during, or after the term of my association with AZRAQ) disseminate, publish, and/or disclose any Proprietary Information of any kind dealing with or in any way related to the Protected Parties that I learned or gained access to as part of my association with AZRAQ. I further agree not to take or to disseminate to anyone at any time without the prior written consent of AZRAQ:
 - (1) any photographs or other likenesses of the Protected Parties;
 - (2) materials written by the Protected Parties;
 - (3) audio and/or video recordings of the Protected Parties in any form; and/or
 - (4) documents, agreements, correspondence, phone numbers, daily logs or calendars, computer software, storage media, computer data, and/or any other material(s) relating to the Protected Parties or their business or professional or personal affairs.

3.) Obligation

I will not directly or indirectly use, make available, sell, disclose, and/or otherwise communicate to any third party, other than in my assigned duties and with the express prior written consent of AZRAQ, any of AZRAQ's Confidential and/or Proprietary Information, either during or after my association with AZRAQ. I agree not to publish, disclose, or otherwise disseminate such information, except where required by law or compelled by legitimate court order. I acknowledge that I am aware that the unauthorized disclosure of Confidential and/or Proprietary Information of AZRAQ may be highly prejudicial to its interests, an invasion of privacy, and/or improper disclosure of campaign strategies/trade secrets.

4.) No Publicity

I shall not at any time use AZRAQ's name or any AZRAQ trademark(s), trade name(s), or other intellectual property in any printed materials (including but not limited to educational materials, brochures, flyers used for advertising or publicity, etc.) without the prior written consent of AZRAQ. Furthermore, I will not conduct any interviews with the media or any outside party without the express prior written consent of the President of Azraq or another authorized Officer of AZRAQ.

5.) Ownership and Termination

All Confidential and/or Proprietary Information is and shall remain as between me and AZRAQ, the sole and exclusive property of AZRAQ. Upon request, or when my association with AZRAQ terminates, I will immediately deliver to AZRAQ all documents and property of AZRAQ, including but not limited to files, correspondence, photographs, video recordings, samples, notes, memoranda, reports, manuals, computer programs, cell phones, computers, and all other equipment and/or materials and copies thereof relating in any way to AZRAQ's business or in any way obtained by me during the course of my association with AZRAQ. I further agree that I will not retain copies, notes or abstracts of any of the above.

6.) Warranties

I represent and warrant that (i) I have no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with my undertaking a relationship with AZRAQ; (ii) I will not use in the performance of my responsibilities for AZRAQ any confidential materials or documents belonging to a current or former employer;

(iii) I have not entered into and will not enter into any agreement (whether oral or written) that is in conflict with this Agreement; (iv) from the time of my first contact with AZRAQ I have held in strict confidence all Confidential and/or Proprietary Information and have not disclosed any such information, either directly or indirectly, to anyone outside AZRAQ, except to the extent otherwise permitted in this Agreement; and (v) this Agreement constitutes a legally binding obligation, enforceable in accordance with its terms. In the event that I am unable to comply with any of the above items (i)-(v), I will provide full written disclosure explaining the reasons and/or circumstances behind each instance of noncompliance.

7.) General

This Agreement shall be binding upon me, my heirs, executors, assigns, and/or administrators and is for the benefit of AZRAQ and its successors and/or assigns. This Agreement is governed by and will be construed in accordance with the laws of the United Arab Emirates without regard to conflict of law principles. I acknowledge that any breach of this Agreement may cause irreparable injury to AZRAQ and that AZRAQ may seek and obtain injunctive and/or other equitable relief against such breach. I also understand that other actions may be taken and remedies may be enforced against me. Should either I or AZRAQ or any heir, personal representative, successor and/or permitted assign of either party, resort to legal proceedings to enforce this Agreement, I agree that the prevailing party in a such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and/or costs incurred in connection with such proceeding.

8.) I acknowledge that I have had the opportunity to consult legal counsel in regard to this Agreement, that I have read and understand the terms of this Agreement, that I am fully aware of its legal effect, and that I have entered into it freely and voluntarily and based on my own judgment and not on any representation or promises other than those contained in this Agreement. I acknowledge that I have been advised to keep a copy of this Agreement for my own personal records.

2- AZRAQ SOCIAL MEDIA POLICY

This policy governs the publication of and commentary on social media by volunteers of AZRAQ ("AZRAQ"). For the purposes of this policy, social media means any facility for online publication and commentary, including without limitation blogs, wikis, and social networking sites such as Facebook, Instagram, LinkedIn, Twitter, Flickr, and YouTube. This policy is in addition to and complements any existing or future policies regarding the use of technology, computers, e-mail and the internet.

AZRAQ Board Members, Interns and Volunteers are free to publish or comment via social media in accordance with this policy on behalf of Azraq with approval in writing from Management and upon being given access to Azraq social media accounts, they must adhere to the roles that they have been assigned unless approved by Management, regardless of whether they have the ability to undertake additional services. AZRAQ Board Members, Interns and Volunteers are subject to this policy to the extent they identify themselves as an AZRAQ Board Member, Intern or Volunteer (other than as an incidental mention of place of employment in a personal blog on topics unrelated to AZRAQ).

Notwithstanding the previous section, this policy applies to all uses of social media, including personal, by AZRAQ Board Members, Interns and Volunteers who are, in their position with AZRAQ, well known within the community.

Publication and commentary on social media carry similar obligations to any other kind of publication or commentary. All uses of social media must follow the same ethical standards that AZRAQ Board Members, Interns and Volunteers must otherwise follow.

Don't Tell Secrets

It's perfectly acceptable to talk about your work and have a dialogue with the community, but it's not okay to publish confidential information. Confidential information includes things such as unpublished details about our software, private details of current projects, future projects, financial information, research, and trade secrets. We must respect the wishes of our corporate customers regarding the confidentiality of current projects. We must also be mindful of the competitiveness of our industry.

Protect your own privacy

Privacy settings on social media platforms should allow anyone to see profile information similar to what would be on the AZRAQ website. Other privacy settings that might allow others to post information or see information that is personal should be set to limit access. Be mindful of posting information that you would not want the public to see.

Be Honest

Nothing brings you to notice in social media more than honesty - or dishonesty. Do not say anything that is dishonest, untrue, or misleading. If you have a vested interest in something you are discussing, point it out. But also be smart about protecting yourself and your privacy. What you publish can be picked up by traditional media and will be around for a long time, so consider the content carefully and also be cautious about disclosing personal details.

Respect copyright laws

It is critical that you show proper respect for the laws governing copyright and fair use or fair dealing of copyrighted material owned by others, including AZRAQ's own copyrights and brands. You should never

quote more than short excerpts of someone else's work and always attribute such work to the original author/source. It is good general practice to link to others' work rather than reproduce it.

Respect your audience, AZRAQ, and your Colleagues

The public in general, and AZRAQ Board Members, Interns and Volunteers as well as customers, reflect a diverse set of customs, values and points of view. Don't say anything contradictory or in conflict with the AZRAQ website. Don't be afraid to be yourself, but do so respectfully. This includes not only the obvious (no ethnic slurs, offensive comments, defamatory comments, personal insults, obscenity, etc.) but also proper consideration of privacy and of topics that may be considered objectionable or inflammatory - such as politics and religion. Use your best judgment and be sure to make it clear that the views and opinions expressed are yours alone and do not represent the official views of AZRAQ.

Protect AZRAQ customers, business partners and suppliers

Customers, partners or suppliers should not be cited or obviously referenced without their approval. Never identify a customer, partner or supplier by name without permission and never discuss confidential details of a customer engagement. It is acceptable to discuss general details about kinds of projects and to use non-identifying pseudonyms for a customer (e.g., school) so long as the information provided does not violate any non-disclosure agreements that may be in place with the customer or make it easy for someone to identify the customer. Your blog is not the place to "conduct business" with a customer.

Controversial Issues

If you see misrepresentations made about AZRAQ in the media, you may point that out. Always do so with respect and with the facts. If you speak about others, make sure what you say is factual and that it does not disparage that party. Avoid arguments. Brawls may earn traffic, but nobody wins in the end. Don't try to settle scores or goad competitors or others into inflammatory debates. Make sure what you are saying is factually correct.

Be the first to respond to your own mistakes

If you make an error, be upfront about your mistake and correct it quickly. If you choose to modify an earlier post, make it clear that you have done so. If someone accuses you of posting something improper (such as their copyrighted material or a defamatory comment about them), deal with it quickly - better to remove it immediately to lessen the possibility of legal action.

Think About Consequences

For example, consider what might happen if a representative of AZRAQ is in a meeting with a customer or prospect, and someone on the customer's side pulls out a print-out of your blog and says "This person at AZRAQ says that the product doesn't work."

Saying "Product X needs to have an easier learning curve for the first-time user" is fine; saying "Product X sucks" is risky, unsubtle and amateurish.

Once again, it's all about judgment: using your blog to trash or embarrass AZRAQ, our customers, or your co-workers, is dangerous, ill-advised and could result in your removal as an official AZRAQ volunteer.

Disclaimers

Many social media users include a prominent disclaimer saying who they work for, but that they're not speaking officially. This is good practice and is encouraged, but don't count on it to avoid trouble - it may not have much legal effect.

Members of the Board of AZRAQ can provide you with applicable disclaimer language and assist with determining where and how to use that.

Don't forget your day job.

Make sure that blogging does not interfere with your job or commitments to customers.

Social Media Tips

The following tips are not mandatory but will contribute to the successful use of social media.

The best way to be interesting, stay out of trouble, and have fun is to write about what you know. There is a good chance of being embarrassed by a real expert, or of being boring if you write about topics you are not knowledgeable about.

Quality matters. Use a spell-checker. If you're not design-oriented, ask someone who is whether your blog looks decent, and take their advice on how to improve it.

The speed of being able to publish your thoughts is both a great feature and a great downfall of social media. The time to edit or reflect must be self-imposed. If in doubt over a post, or if something does not feel right, either let it sit and look at it again before publishing it, or ask someone else to look at it first.

Adhere to local laws

The United Arab Emirates has strict laws when it comes to social media usage. The Cyber Crimes Law (available on the Ministry of Justice website) outlines the regulations that residents of the UAE must adhere to when it comes to social media. These can and have included not posting people's pictures without permission, not tagging people without consent, respecting people's private information and the company's confidential information, not spreading rumors and not posting content that is offensive to Islamic morals and values. There are other laws that you must also be up to speed with including Copyright Laws. It is YOUR responsibility to be across the laws and act accordingly. You are advised to visit https://www.government.ae/en/media/media for background information.

Enforcement

Policy violations will be subject to disciplinary action, up to and including the termination of any relation associated with AZRAQ.

Outline of Roles that you may be assigned

Administrator

Can manage all aspects of the Account. They can: send messages and publish as the Account, respond to and delete comments on the Account, create ads, see which admin created a post or comment, view Insights, respond to and delete comments from the Account, edit account details from the Account and assign roles.

Editor

Can send messages and publish as the Account, respond to and delete comments on the Account, create ads, see which admin created a post or comment, view Insights, respond to and delete comments from the Account, and edit account details. from the Page.

Moderator

Can send messages to the Account, respond to and delete comments on the Account, create ads, see which admin created a post or comment, view Insights and respond to comments from the Account.

Advertiser

Can create ads, promotions or boosted posts, view insights, view Facebook Quality tab, and see who published the Account.

Analyst

Can view insights and view Facebook Quality tab and see who published as the Account.

Jobs Manager

Can Create ads, promotions or boosted posts, view insights, view Facebook Quality tab, see who published the Page, and publish and manage jobs.

3- AZRAQ IT POLICY

1. introduction

The purpose of this policy is to set out the Policies to protect Azrag's IT

Azraq recognizes its key dependency on its information assets and resources for the effective operation of the organisation, and hence is essential that this information (and the infrastructure that supports it) is secure from unauthorized access, modification and corruption whether accidental or intentional.

The intention of this Policy is to set the framework that protects Azraq systems, services and data against unauthorized use, disclosure, modification, damage and loss.

Having a robust policy framework is key to delivering this intent.

In addition, all Azraq representatives and third parties under contract at Azraq are required to exercise appropriate discretion in identifying, using and protecting Azraq's information.

The main objectives are

- 1. To protect Azraq's IT physical equipment by maintaining a high level of physical security and safety.
- 2. To protect Azraq's software assets by establishing processes to maintain effective controls
- 3. To clearly define authority, responsibility and accountability for Azraq representatives to conduct day-to-day operations

2. Scope

The IT Policy applies to all areas of Azraq's activities involving IT assets.

The included policies apply to

- All of the Azraq information travelled over its networks, or stored or processed on its storage and/or processing resources.
- All application systems used by Azraq to process and store its information are entrusted to it by third parties.
- All computers, servers, workstations, communications equipment and the software that are used to deliver the above systems or are connected to them regardless of the physical location of the equipment.
- All personnel (also referred to as "Users") who are responsible for developing, implementing, maintaining, operating and using any of the above. This includes Azraq staff and any contractors, consultants or other third parties engaging with Azraq.
- All cloud-based services (such as cloud-based email, document storage, SaaS, PaaS, laaS etc.) acquired by Azraq.

3. Policy Details

Azraq's IT Policy aims to ensure that:

- Confidentiality of information shall be assured.
- Integrity of information shall be maintained.
- Availability of information to authorized users shall be ensured.
- Regulatory and legislative requirements shall be fulfilled.
- Business requirements for the availability of information and information systems shall be met.
- IT systems and processes that meet the organisation's objectives.

4. Administration & Control

- Access to IT Assets is to be granted by Marketing and Communications Manager
- Facilities used for IT assets will be physically secured at all times.
- Different levels of access privileges appropriate to the different types of activities of the organization may be applied as deemed appropriate by the Marketing and Communications Manager

5. Exceptions to the policy

- Any exception to this policy shall be made in writing to and must be approved by the Managing Director.
- Records of exceptions to this policy along with detailed justification shall be maintained by the Managing Director.

4. MEDIA POLICIES AND PROCEDURES AGREEMENT

General Purpose

To establish an organization-wide protocol for issuing press releases, suggesting news postings for the website, conducting media interviews, collecting media contact information, handling image and footage requests, and preserving media archives for Azraq (AZRAQ). It should be noted that Azraq has signed a document with the Community Development Authority not to undertake media interviews without prior permission from the Government entities involved resulting from a complaint by the Dubai Municipality after an Azraq representative was misquoted in The National newspaper. As a result, the Marketing and Communications Manager has developed strong relationships with the media officers within the Ministry of Climate Change and Environment and the Environment Agency Abu Dhabi.

Press Releases

<u>Policy</u>: All press releases must be approved by the Azraq Managing Director and/or the Marketing and Communications Manager prior to issue for several reasons including, but not limited to informing the senior management and President of statements issued on the organization's behalf prior to their public release, imparting a consistent internal message, avoiding duplicate press releases, maintaining informational transparency, and demonstrating professionalism and cohesion beyond the organization.

<u>Procedure</u>: Personnel may suggest regional or global press releases or media advisories to the Azraq Operations Management Team. The Azraq Operations Management Team will funnel all suggestions through to the Marketing and Communications Manager. Suggested text for the press release, including a breakdown synopsis in one page or less (who, what, where, when, and why) should also be presented. The press release request must also include a local media representative and include their contact information (email and phone number). The text must be provided in English and where possible in Arabic as well.

News Postings/Commentaries

<u>Policy</u>: Personnel is encouraged to recommend news postings and/or commentaries for the Azraq website. These recommendations will be reviewed by the AZRAQ Marketing and Communications Manager and ultimately approved by the AZRAQ Managers. News posting and commentary suggestions should be directly related to an Azraq campaign or related oceanic conservation issues. Personnel is also encouraged to suggest topics for guest commentaries by external authors in the <u>Latest News</u> section of the website.

<u>Procedure</u>: When submitting a news posting or commentary request, suggested text for the posting should be provided, along with source information and links to relevant information online. Submitters are encouraged to include photos along with photography credit, as long as written permission has been granted for the use of said images and/or is currently on file at HQ. Should the organization decide to post the suggested text, the Azraq Marketing and Communications Team will edit, format, and post the news posting or commentary on the website. Suggestions will be reviewed in conjunction with other organizational news and posted in order of priority. This also applies to guest commentary submissions and is contingent upon management approval.

Media Interviews

<u>Policy</u>: The managers of Azraq are the primary media representatives for Azraq, however, Board members are also approved to act as media representatives for the organization. Volunteers and office staff may not perform as media representatives without prior express written permission from the AZRAQ Marketing

and Communications Manager. If any member is asked to participate in a media request at an outreach event or other function, they may do so only in their individual capacity as an *Azraq supporter*, but *not* as an official representative of the organization, and this must be versed to the interviewer ahead of time. Members' interviews, both during campaign and non-campaign, must be approved in writing by the Marketing and Communications Manager, or his/her designee, as not all members are authorized to address the media.

<u>Procedure</u>: Any media request received requesting a local representative shall be deferred to the AZRAQ Marketing and Communications Manager. Volunteers and members must only conduct media interviews with expressed permission via the Marketing and Communications Manager.

Media Contact Management

<u>Policy</u>: All media requests should be processed by collecting the media contact information for inclusion in AZRAQ international media database. The purpose is to maximize the impact and distribution of global and regional press releases and media advisories.

<u>Procedure</u>: When facilitating media requests, the media contact information must be collected prior to facilitating the request and submitted to the AZRAQ Marketing and Communications manager for database management. At a minimum, the information must include: outlet and editor name, contact e-mail and number.

Photo and Video Requests

<u>Policy</u>: Due to the complex and sensitive nature of copyright issues surrounding **all** Azraq images and footage, all requests for images and footage must be forwarded to the Azraq Marketing and Communications Manager and/or AZRAQ President for processing. Video requests will only be reviewed by the AZRAQ Marketing and Communications Manager.

All other requests should be referred to info@azragme.org

Television, Film, and Documentary Projects

Policy: Personnel is not to approve or commit to any television programming, film project, or documentary without expressed permission from the AZRAQ President and the Marketing and Communications Manager.

Procedure: All proposals and requests relating to television, film, or documentary projects will be forwarded to the Marketing and Communications Manager for review. Subsequent involvement in such projects will be the joint decision of the Azrag President.

Media Archives:

Policy: International representatives will assist AZRAQ in building media archives by collecting print and broadcast media in their local regions including but not limited to: newspaper and magazine articles, web features, and news broadcasts. Coordinators may facilitate this through volunteer support.

Procedure: Collect print and broadcast media. To the extent practicable, do not cut, highlight or otherwise alter the material. Originals of the collected materials must be sent to the AZRAQ President and/or Azraq Marketing and Communications Manager for processing and proper archiving for historical reference on a bi-monthly basis.

5- AZRAQ MEMBER WAIVER OF LIABILITY

In consideration of my association with AZRAQ, which for the purposes of this Waiver shall be defined to include my association with any and all staff members, volunteers, affiliates, and/or subsidiaries/branches of AZRAQ, whether or not incorporated in their respective locations, I agree that:

I assume the entirety of any and all risks associated with volunteering with AZRAQ, whether on land, at sea, in port, on shore, or en route to or from any location or vessel, in any capacity in which I might serve. I further acknowledge that I will take full responsibility for any injury to myself.

I agree that I am volunteering with AZRAQ entirely upon my own initiative, risk, and responsibility. I acknowledge that I am a member, everything I do for AZRAQ is done as a member, and I am not entitled to any wages, consideration in any form, or compensation for anything I do for or as a member of AZRAQ.

I agree for myself, my heirs, executors, and administrators, to release, hold harmless, and forever discharge AZRAQ, its Board members, volunteers, supporters, vessels, officers and personnel from any and all claims, demands, damages, actions or causes of action, in law, admiralty or equity, on account of my death, or on account of any injury to me or my property, which may occur from any cause whether on land or at sea, in port, on shore, or en route to or from any location or vessel, or that may arise from the active or passive acts, omissions or negligence of AZRAQ unless such claim is directly caused by AZRAQ's fraud, willful injury or willful violation of the law. I take full and sole responsibility for any negligence by me and agree to fully indemnify AZRAQ for any loss or damage caused by such negligence. I agree that I am fully and solely responsible for payment of all medical expenses and other damages arising if I am injured or become ill while volunteering, whether on or off an AZRAQ vessel.