

IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of the Website under the domain name www.takamul.gov.ae (**Website**). Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms. If you do not accept these terms, do not use the Website. This notice is issued by Department of Economic Development - Abu Dhabi (**DED**).

1. INTRODUCTION

- 1.1 By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.
- 1.2 The DED may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at the Website.

2. LICENCE

- 2.1 You are permitted to download, copy, use, edit, adapt or modify materials that have been placed into the “**Media Repository**” solely for the purposes of marketing and promoting:
 - (a) the objects and activities of the DED;
 - (b) innovation in Abu Dhabi;
 - (c) the invention referred to in any video placed on the Media Repository;
 - (d) any institution referred to in any video placed on the Media Repository; and
 - (e) any inventor referred to in any video placed on the Media Repository;

via any usual, recognised and respectable media outlet provided that you may do not do so in a way:

- that is derogatory, defamatory, obscene, indecent, seditious, offensive, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, or blasphemous; or
- which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- which is technically harmful (including by incorporating without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data with any such materials)

- which is unlawful or prohibited according to the governing law.
- 2.2 In addition to the rights granted under clause 2.1, you are permitted to print and download extracts from the Website on the following basis:
- (a) no documents or related graphics on the Website are modified in any way;
 - (b) no graphics on the Website are used separately from the corresponding text; and
 - (c) the DED's copyright and trade mark notices appear in all copies.
- 2.3 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images and any materials on the Media Repository) are owned by the DED or its licensors. For the purposes of this legal notice, any use of extracts from the Website other than in accordance with clauses 2.1 or 2.2 for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy, delete or permanently erase any downloaded, or copied, edited, adapted or modified extracts from the Website (whether used in whole or in part).
- 2.4 Subject to clause 2.1 and 2.2, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the DED's prior written permission.
- 2.5 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

- 3.1 While the DED endeavours to ensure that the Website is normally available 24 hours a day, the DED shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 3.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the DED's control.

4. VISITOR MATERIAL AND CONDUCT

- 4.1 Any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. The DED shall have no obligations with respect to such material. The DED and its affiliates shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2 You are prohibited from posting or transmitting to or from the Website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- (b) for which you have not obtained all necessary licences and/or approvals; or
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data)
- (e) which is unlawful or prohibited according to the governing law.

4.3 You may not misuse the Website (including, without limitation, by hacking).

4.4 The DED shall fully co-operate with any law enforcement authorities or court order requesting or directing the DED to disclose the identity or locate anyone posting any material in breach of clause 4.2 or clause 4.3.

5. LINKS TO AND FROM OTHER WEBSITES

5.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The DED has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The DED therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

5.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the DED logos;
- (b) you do not create a frame or any other browser or border environment around the Website;
- (c) you do not misrepresent your relationship with the DED nor present any other false information about the DED;
- (d) you do not otherwise use any DED trademarks displayed on the Website without express written permission from the DED;
- (e) you do not link from a website that is not owned by you; and

- (f) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 The DED expressly reserves the right to revoke the right granted in clause 5.2 for breach of these terms and to take any action it deems appropriate.

5.4 You shall fully indemnify the DED for any loss or damage suffered by the DED or any of its affiliates for breach of clause 5.2.

6. DISCLAIMER

6.1 While the DED endeavours to ensure that the information on the Website is correct, the DED does not warrant the accuracy and completeness of the material on the Website. The DED may make changes to the material on the Website at any time without notice. The material on the Website may be out of date, and the DED makes no commitment to update such material.

6.2 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the DED provides you with the Website on the basis that the DED excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of [satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to the Website.

7. LIABILITY

7.1 The DED, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the DED's affiliates and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption (including without limitation negligence), whether under contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

7.2 Nothing in this legal notice shall exclude or limit the DED's liability for:

- (a) death or personal injury caused by negligence; or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

7.3 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

8. GOVERNING LAW AND JURISDICTION

8.1 This legal notice shall be governed by and construed in accordance with laws of the United Arab Emirates as applicable in the Emirate of Abu Dhabi. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the Abu Dhabi courts.