

Terms of Use

This website, www.datamena.com (**Site**) gives you information about products or services (**Products**) and the legal terms and conditions on which we, Emirates Integrated Telecommunications Company, PJSC (**we** or **datamena**) offer such Products to you. This 'Terms of Use' (**Terms**) is your agreement with datamena in respect of using the Site.

1. Changes to these Terms

- 1.1 We may revise these Terms of use at any time by amending this page.
- 1.2 Please check this page from time to time to take notice of any changes we made, as they are binding on you.

2. Changes to our Site

- 2.1 We may update our Site from time to time, and may change the content at any time. However, please note that any of the content on our Site may be out of date at any given time, and we are under no obligation to update it.
- 2.2 We do not guarantee that our Site, or any content on it, will be free from errors or omissions.

3. Accessing our Site

- 3.1 Our Site is made available free of charge.
- 3.2 We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.
- 3.3 You are responsible for making all arrangements necessary for you to have access to our Site.
- 3.4 You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

4. Your account and password

- 4.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 4.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 4.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@datamena.com.

5. How we use your personal information

- 5.1 We collect your personal information and shall protect such information in accordance with the federal laws of the United Arab Emirates.
- 5.2 You must give us correct and complete information and notify us of any changes.
- 5.3 We may share your account information, and content of traffic with third parties for security, fraud prevention, identity verification or if we are required to disclose it to a government or law enforcement agency.
- 5.4 If you consent, we may share your account information with our business partners. You may be contacted by mail, telephone, SMS, fax or email about any goods, services or promotions we think may interest you. Call customer care or email us info@datamena.com if you no longer wish to be contacted in this way.

6. How you may respect our Intellectual Property Rights

- 6.1 The content of our Site is protected by copyright, trademarks, database right and other intellectual property rights.

6.2 You may retrieve and display the content of the Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices.

6.3 You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Site without written permission from us.

7. Our Liability

7.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by the federal laws of the United Arab Emirates and laws of Emirate of Dubai.

7.2 To the extent permitted by such applicable laws, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.

7.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

(a) use of, or inability to use, our Site; or

(b) use of or reliance on any content displayed on our Site.

7.4 If you are a business user, please note that in particular, we will not be liable for:

(a) loss of profits, sales, business, or revenue;

(b) business interruption;

(c) loss of anticipated savings;

(d) loss of business opportunity, goodwill or reputation; or

(e) any indirect or consequential loss or damage.

7.5 If you are a consumer user, please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.6 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it.

7.7 We assume no responsibility for the content of websites linked on our Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

8. Viruses

8.1 We do not guarantee that our Site will be secure or free from bugs or viruses.

8.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.

8.3 You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

9. Linking to our Site

9.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

9.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

9.3 You must not establish a link to our Site in any website that is not owned by you.

9.4 Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page.

9.5 We reserve the right to withdraw linking permission without notice.

9.6 If you wish to make any use of content on our Site other than that set out above, please contact [info@datamena.com].

10. Third Party Websites

10.1 Our Site may include links to other web sites or material which we have no control over. We are not responsible for content, offers or anything else outside the Site.

11. Applicable Law

11.1 These Terms are subject to the Federal laws of the United Arab Emirates and the Emirate of Dubai, UAE. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to initiate court proceedings, you must do so within Dubai, United Arab Emirates.

12. Copyright and Trademark Notices

12.1 All contents of the Site and services are owned by datamena.

12.2 The names of companies and products mentioned herein may be the trademarks of respective owners.

13. Miscellaneous

13.1 You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another business where we reasonably believe your rights will not be affected. If you breach these Terms and we choose to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms. We shall not be responsible for any breach of these Terms caused by circumstances beyond our reasonable control. We will decide, in our discretion, whether there has been a breach of these Terms and we may take such action as we deem appropriate, including, immediate, temporary or permanent withdrawal of your right to use our Site.

14. Your Notices to Us

14.1 To contact us, please email info@datamena.com.

Thank you for visiting our Site. *datamena.com is owned and operated by Emirates Integrated Telecommunications Company, PJSC*