

TAKWEEN ENGINEERING CONSULTANTS



WEBSITE TERMS AND CONDITIONS

Introduction

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You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

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You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without TAKWEEN express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without TAKWEEN express written consent.

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In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

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You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

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Without prejudice to the generality of the foregoing paragraph, TAKWEEN does not warrant that:

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Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit TAKWEEN liability in respect of any:

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- fraud or fraudulent misrepresentation on the part of EMKAAN; or
- matter which it would be illegal or unlawful for TAKWEEN to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Limitations of liability

TAKWEEN will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if TAKWEEN has been expressly advised of the potential loss.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, TAKWEEN has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against TAKWEEN officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect TAKWEEN officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as EMKAAN.

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If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

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Without prejudice to TAKWEEN other rights under these terms and conditions, if you breach these terms and conditions in any way, TAKWEEN may take such action as TAKWEEN deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Indemnity

You hereby indemnify TAKWEEN and undertake to keep TAKWEEN indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by TAKWEEN to a third party in settlement of a claim or dispute on the advice of TAKWEEN legal advisers) incurred or suffered by TAKWEEN arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Variation

TAKWEEN may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

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TAKWEEN may transfer, sub-contract or otherwise deal with TAKWEEN rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

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If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions, together with documents, constitute the entire agreement between you and TAKWEEN in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Company Information

This Website is owned, registered and maintained by TAKWEEN Engineering Consultants, Dubai, United Arab emirates. The legal address is as follows:

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