

HamaraAdab Website

Terms and conditions of use

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1 **Purpose of these Terms**

1.1 We are HamaraAdab and we own and operate this website (the 'Site'). Our services are provided through the Site and may also be provided through other web sites and media, such as software provided by or on our behalf us (including for example mobile applications) and by means of our materials (together the 'Other Media'). References to the Site in these Terms of Use also includes references to Other Media.

1.2 Your use of the Site and any of our services is subject to these Terms of Use. By using the Site, you will be deemed to have accepted and agreed to be bound by these Terms of Use. We may make changes to these Terms of Use from time to time and we may notify you of such changes by any reasonable means, including by posting the revised version of these Terms of Use on the Site and / or in relevant places on Other Media. You can determine when we last changed these Terms of Use by referring to the 'UPDATED' date statement at the bottom of this page. Your use of the Site following changes to these Terms of Use will constitute your acceptance of those changes.

2 **Privacy**

Please be aware of our <http://hamaraadab.com/hamaraadab/Home/privacy> and review it. By using and/or registering for our services (including the Site) you consent to our Privacy Policy.

3 **Connection and Access**

You are responsible for all access to the Site using your Internet connection, even if the access is by another person.

3.1 We reserve the right to restrict access to the Site or part of it. Access to restricted areas of the Site may be subject to registration and other conditions. If we grant you permission to access a restricted area, we may withdraw that permission at any time without prior notice (including where you breach any of these Terms of Use).

3.2 We will use reasonable efforts to ensure that the Site is available at all times. However, we cannot guarantee that the Site or any individual function or feature of the Site will always be available and/or error free. For example, the Site may be

unavailable during periods when we are implementing upgrades to or carrying out essential maintenance on the Site.

4 HamaraAdab's Services and Liability

4.1 We provide the Site on an 'as is' basis and make no representations as to the quality, completeness or accuracy of any content made available on the Site. To the maximum extent permitted by law, we expressly exclude:

- a. All conditions, warranties and other terms that might otherwise be implied by law into these Terms of Use; and
- b. Any and all liability to you, whether arising under these Terms of Use or otherwise in connection with your use of the Site.

The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in these Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded, nor in any way to exclude or limit (site owner) liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

5 General Use of the Site

5.1 Your permission to use the Site is personal to you and non-transferable, and you may not use the Site for commercial purposes. Your use of the Site is conditional on your compliance with the rules of conduct set forth in these Terms of Use and you agree that you will not:

- a. use the Site for any fraudulent or unlawful purpose;
- b. Use of the site for any political or religious purpose;

- c. use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' intellectual property rights, privacy rights or rights of publicity;
- d. use the Site in any way contrary to the terms relating specifically to Intellectual Property Rights set out in the following section;
- e. impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content or communications;
- f. interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;
- g. transmit or otherwise make available in connection with the Site any virus, worm, Trojan horse, malware or other computer code that is harmful or invasive or may or is intended to damage the operation of, to monitor the use of any hardware, software, or equipment;
- h. reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site save as provided expressly in relation to any purchased Materials;
- i. modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site. If you wish to reverse engineer any part of the Site to create an interoperable program you must contact us and we may provide interface data subject to verification of your identity and other information;
- j. remove any copyright, trade mark or other proprietary rights notice from the Site or materials originating from the Site;
- k. frame or mirror any part of the Site without our express prior written consent;
- l. create a database by systematically downloading and storing Site content;
- m. use any manual or automatic device in any way to gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited

permission to use search retrieval applications to reproduce materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service.

We reserve the right to revoke these exceptions either generally or in specific instances.

5.2 The Site may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third party websites and resources is at your own risk. You may create a link to this Site, provided that you retain the legal right and technical ability to immediately remove the link at any time, following a request by us to do so; that the link will not result in the Site or any content from it being embedded or 'framed' within any other web site; and the link is fair and legal and is not presented in a way that is:

- a. misleading or could suggest any type of association, approval or endorsement by us that does not exist, or
- b. harmful to our reputation or the reputation of any of our affiliates;

We reserve the right to require you to immediately remove any link to the Site at any time and you shall immediately comply with any request by us to remove any such link.

6 **Intellectual Property Rights**

- 6.1 The intellectual property rights in the Site and all of the text, pictures, videos and other content made available on it are owned by us and our licensors. You may not print or otherwise make copies of any such content without our express prior permission.
- 6.2 You may not and agree not to upload to the Site, or use the Site to host any data that includes any material (including but not limited to software, media based on text, video, audio or otherwise and whether or not interactive) being the subject of intellectual property rights owned by others anywhere in the world, save where you have the express written permission to offer the same for sale as a retail product and to offer sub-licences to them in digital form.
- 6.3 By using the Site and uploading data to it you acknowledge agree that we may (but are not obliged to) remove any data materials from the Site at any time without prior notice, including (but without limitation) in the case of any breach of any terms of these Terms of Use.

7 **Reporting Procedure**

If you believe that content on the Site, uploaded to the Site, or otherwise viewable or purchasable via HamaraAdab's services is an infringement of your intellectual property rights (such as copyright, trademark or image rights), or is defamatory please follow this Intellectual Property Reporting Procedure.

- 7.1 In the first instance, please send an email to info@HamaraAdab.com providing the following details:
- a. Your name;
 - b. Your contact details including email, postal address, location, country and telephone number;
 - c. If you are not the rights holder, an explanation of your professional capacity as their agent or representative;
 - d. Identification of the exact content you consider infringes your intellectual property rights including the type material and any specific parts in particular that you consider to infringe;

- e. A link to the Site page on which the content you are reporting is hosted;
- f. Details and evidence of the existence of any intellectual property rights you rely on; and
- g. An explanation of why you think the content infringes your intellectual property rights or, or in the case of a report of defamatory content, an explanation as to why the content is defamatory and untrue.

7.2 Once we receive your email Report we will respond within 48 hours acknowledging receipt and will notify the responsible account holder. We will then investigate your Report.

- a. If we determine that the reported content is an infringement of the rights reported to us, we will remove the content, notify you, and notify the account holder responsible for uploading the content of that determination.
- b. If we determine that the report does not show that the content infringes your rights, we will notify you and the account holder responsible for the content, explaining that determination. The subject content will not be removed at that time.
- c. If the report provided does not include sufficient detail for us to make a determination, our investigation will be determined “inconclusive”. In such a case we will respond to you explaining why the investigation is inconclusive and inviting you to provide further information to assist our investigation. The subject content will not be removed at that time.

7.3 Determinations will be made in our sole discretion. In any of the cases a - c above, at the time of notifying you and / or the responsible seller we will explain what further steps may be taken if you disagree with our decision.

7.4 We will aim to determine our investigations into any Intellectual Property Report within 7 working days from receipt of that report, but it may take longer in some cases.

8 Content and communications

8.1 Content may be posted on the Site including reviews, comments, suggestions and other content, so long as the content is not illegal, defamatory, infringing of intellectual property rights, obscene, or otherwise objectionable.

8.2 You agree not to use the Site to post or host any spam, software viruses, publicity materials, commercial solicitation, chain letters or political campaigning.

8.3 By posting any content on the Site you grant us a non-exclusive, royalty-free and transferable licence to use, modify, adapt, publish, distribute and display the same howsoever, including the name that you associate with such content, together with the right to sub-licence at our discretion.

8.4 By posting content to the Site or uploading any data you warrant and agree irrevocably that you own, control or are licensed to act in such a way in respect of that content and data; that the content does not breach these Terms of Use or any part of them; and you agree to indemnify HamaraAdab absolutely against any of our losses arising out of any and all claims brought in respect of that content or data.

9 Applicable Law

These Terms of Use are governed by and construed in accordance with the laws of the Canada. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The courts of Canada shall have exclusive jurisdiction to decide any dispute arising in connection with the construction or application of these Terms of Use.

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