

# Terms of Use

## 1. Platform Nature & Disclaimer

Taamir is a technology platform that facilitates introductions between service providers and customers. Taamir is not a service provider, contractor, or agent, nor does it supervise or guarantee any services provided through the platform. All service contracts are exclusively between the customer and the provider. [www.taamir.ae](http://www.taamir.ae) is a website (the “Website”) owned and operated by Taamir Portal Services FZCO and its worldwide affiliates (“we”, “us” and “our”).

To contact us, please email [contact@taamir.ae](mailto:contact@taamir.ae)

## 2. You accept these Terms by using the Website

These Website terms of use (“Terms”) constitute a legal agreement between us and you. By using the Website, you confirm that you accept these Terms and that you agree to comply with them. If you do not accept and agree to comply with these Terms, then you must not use the Website.

You may not use the Website and may not accept these Terms if (a) you are not of eighteen (18) years of age, or (b) you are a person who is either barred or otherwise legally prohibited from receiving or using the Website under the laws of the country in which you are a resident or from which you access or use the Website.

We reserve the right to request identity verification or KYC documentation where necessary for regulatory compliance.

You are responsible for ensuring that all persons who use the Website through your network are aware of these Terms and other applicable terms and conditions, and that they comply with them.

We do not knowingly permit use of the Website by individuals under the age of 18 without the consent and supervision of a parent or legal guardian. If we become aware that a user is underage and using the Website in violation of these Terms, we reserve the right to terminate access. By using the Website, you represent that you meet the eligibility criteria stated herein, and we disclaim all liability arising from any misrepresentation of age or unauthorized use by minors.

## 3. User Eligibility and Account Responsibility

In addition to the eligibility requirements stated above, you are solely responsible for all activities conducted under your account and for maintaining the confidentiality of your login credentials. You must not share your password or allow others to access your account without authorization. We reserve the right, at our sole discretion, to suspend, deactivate, or terminate your access to the Website at any time, including but not limited to cases of actual or suspected misuse, breach of these Terms, fraud, or use by ineligible individuals. You agree to notify us immediately if you become aware of any unauthorized use of your account or any other breach of security. We shall not be liable for any loss or damage arising from your failure to comply with these responsibilities.

#### **4. These are other terms that may apply to you**

These Terms incorporate the following additional terms, which also apply to your use of the Website: our Privacy Policy; and if you download our mobile app, our App Terms of Use.

#### **5. How we process your personal information**

We will only collect, store, and process your personal information in accordance with our Privacy Policy and in compliance with the applicable data protection laws of the United Arab Emirates, including Federal Decree-Law No. 45 of 2021. Our Privacy Policy sets out the purposes for which we process your personal data, your rights as a data subject, and the mechanisms for raising any data-related concerns.

#### **6. Cookies and Tracking Technologies**

The Website uses cookies and similar tracking technologies to enhance user experience, analyze performance, and deliver personalized content and advertisements. By continuing to browse or use the Website, you consent to our use of cookies in accordance with our Privacy Policy. You may adjust your browser settings to refuse or manage cookies, but some features of the Website may not function properly if cookies are disabled.

#### **7. How you may use material on the Website**

We are the owner or the licensee of all intellectual property rights on the Website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

We, together with our suppliers and licensors expressly reserve all intellectual property rights in all text, programs, products, processes, technology, content and other materials, which appear on the Website. Access to the Website does not confer and shall not be considered as conferring upon anyone any license under any of our or any third party's intellectual property rights. Any use of the Website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use, is prohibited without our permission. You may not modify, distribute or re-post anything on the Website for any purpose.

Our names and logos and all related product and service names, design marks and slogans are the trade marks or service marks of us or our licensors. No trade mark or service mark license is granted in connection with the materials contained on the Website.

Access to the Website does not authorise anyone to use any name, logo or mark in any manner whatsoever.

You may temporarily download copies of the materials (information or software) on the Website for personal, non-commercial transitory viewing only and you may draw the attention of others within your organisation to content posted on the Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials in your possession whether in electronic or printed format.

## **8. Licence to Use Platform Content**

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Website and its content for your personal, non-commercial use. You agree not to copy, modify, create derivative works of, publicly display, or otherwise exploit any content from the Website without our express written permission. All rights not expressly granted herein are reserved.

## **9. You must keep your account details safe**

If you choose, or if 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.

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.

If you know or suspect that anyone other than you knows your user identification, code or password, you must notify us at [contact@taamir.ae](mailto:contact@taamir.ae)

## **10. Suspension or Termination of Accounts**

We reserve the right to suspend or terminate your access to the Website, or to deactivate your account, at our sole discretion, without notice or liability, including if we determine that you have violated these Terms, applicable laws, or our internal policies. We may also delete or deactivate accounts that have been inactive for an extended period of time. Upon termination, your right to use the Website will cease immediately and any data associated with your account may be deleted in accordance with our Privacy Policy.

## **11. How you must not act when using the Website**

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to the Website, including, but not limited to:

- a. using any automated device, software process or means to access, retrieve, scrape, or index the Website or any content on the Website;
- b. using any device, software, process or means to interfere or attempt to interfere with the proper working on the Website;
- c. undertaking any action that will impose a burden or make excessive traffic demands on our infrastructure that we consider to be unreasonable or disproportionate Website usage;

- d. attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Website;
- e. using or indexing any content or data on the Website for purposes of:
  - i. constructing or populating a searchable database of home improvement service providers and constructions tools or material;
  - ii. building a database of home improvement service providers and constructions tools or material information; or
  - iii. competing with us in any manner that we have not specifically authorised;
  - iv. transmitting spam, chain letters, contents, junk email, surveys, or other mass messaging, whether commercial in nature or not;
  - v. using the Website or any content from the Website in any manner which we determine as not reasonable and/or not for the purpose which it is made available;
  - vi. violating the rights of any person, including copyright, trade secret, privacy right, or any other intellectual property or proprietary right;
  - vii. posing as any person or entity or attempt to solicit money, passwords or personal information from any person;
  - viii. acting in violation of any such terms or other condition stipulated by us or any applicable law;
  - ix. reproducing, republishing, retransmitting, modifying, adapting, distributing, translating, creating derivative works or adaptation of, publicly displaying, selling, trading, or in any way exploiting the Website or any content on the Website, except as expressly authorised by us;
  - x. transmitting or attempting to transmit any computer viruses, worms, defects or other items of a destructive manner;
  - xi. gaining or attempting to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer or database connected to the Website; or
  - xii. attacking or attempting to attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

If necessary, we may put in place measures to prevent unauthorised access and use of the Website, including but not limited to, instituting technological barriers, or reporting the unauthorised or illegal conduct to any person or entity.

In the event of any actual or suspected violation of the above, we reserve the right to suspend or terminate your access to the Website, deactivate your account, and take any legal or technical measures deemed necessary without prior notice.

## **12. Your interaction with providers and contractors through the Website**

We are not a home improvement contractor, nor we do or hire anyone to provide any services as a contractor. We provide a service whereby providers may market or promote, and you may view their services details (“**Details**”) together with other content hosted and developed by us. Providers and third parties are responsible for preparing the Details and fielding enquiries directly from you. Other than to facilitate introductions between you and the relevant provider when you make an enquiry about a service they provide or product they sell, we do not get involved in any further communications between you and providers and we do not participate in any part of the transaction.

We do not independently verify the licenses, insurance, or business qualifications of service providers listed on Taamir. Users are encouraged to conduct their own due diligence before engaging any party.

Details are hosted by us in good faith but are produced directly by providers and/or third parties and have not been verified by us. You are responsible for making your own enquiries and we provide no guarantee and accept no responsibility for the accuracy or completeness of any information contained within the Details.

You are responsible for:

- a. checking, confirming and satisfying yourself as to the accuracy of any Details;
- b. instructing a surveyor and/or obtaining legal advice before committing to any purchase; and
- c. ensuring that you act in good faith towards any other parties.

You represent and warrant that your use of the Website will comply at all times with these Terms of Use and any further terms that may apply to you in relation to your use of the Website, including all amendments and revisions to these Terms in accordance with Clause 13 herein.

We shall not be held liable for any damages, losses, claims, or disputes arising from your dealings with any provider listed on the Website, including without limitation any failure by the provider to perform or deliver the advertised services, any misconduct, or misrepresentation. All risks arising from the use of third-party services rest solely with the user.

### **13. Our responsibility for loss or damage suffered by you**

To the extent permitted by law, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising out of the use or inability to use the Website; or the use of or reliance on any content displayed on the Website.

We will not be liable for any loss or damage arising under or in connection with:

- a. any failures due to software or internet errors or unavailability, or any other circumstances beyond our reasonable control;
- b. any loss of your password or account if caused by a breakdown, error, loss of power or otherwise cause by or to your computer system and/or your account;
- c. the use of, or inability to use, our Website;
- d. the reliance on any content or information displayed on our Website;
- e. any direct, consequential, special or punitive loss, damage, costs and expenses;
- f. loss of profit;
- g. loss of business;
- h. loss of reputation;
- i. depletion of goodwill; or
- j. loss of, damage to or corruption of data.
- k. events beyond our reasonable control, including but not limited to acts of God, cyberattacks, war, or regulatory changes ('Force Majeure').

Unless we otherwise expressly agree in writing, you agree not to use the Website for any commercial or business purposes.

We do not guarantee that the Website will be secure or free from errors, bugs or viruses.

We are not liable to you or anyone else for any loss or damage caused by a virus, distributed denial of service attack or other technological harmful material that may infect your

computer equipment, computer programmes, data or other proprietary materials due to your use of the Website or to your downloading of any content on it, or any website linked to it. You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.

If you enquire about a service or a product on this Website, you acknowledge and agree that your details will be sent by email or other communication means, such as WhatsApp, directly to the provider or the product seller. We do not accept any liability for any subsequent communications that you receive directly from that service provider or product seller and/or any third party.

#### **14. Content on the Website**

The materials appearing on the Website could include technical, typographical, or photographic errors. We do not warrant that any of the materials on the Website are accurate, complete, or current. We may make changes to the materials contained or displayed on the Website at any time without notice.

#### **15. Making the Website available to you**

We strive to ensure that the Website and the services are always available to you, but we do not guarantee that the Website or the services will operate continuously, without interruptions or be fault free. On occasion, necessary maintenance or upgrade work requires us to make the Website and the services unavailable without notice, but we aim to keep downtime to a minimum. We accept no liability for any interruption or loss of service. We may alter, suspend or discontinue any part of the Website or the services, including your access to it.

We shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Website or the services, or for the loss of any data, content, or account access resulting therefrom.

#### **16. Links to other websites**

The Website may contain links, hyperlinks and pointers to third party products, services and/or websites that are not affiliated with us and which are provided for your information only. We have no control over the content, products, services of those sites or resources of third parties and we do not guarantee or take responsibility for them. The Website may also contain advertising from third parties and we are not responsible, nor do we make any warranties or representations for any misleading or inaccurate advertisements which are the sole responsibility of the advertiser.

Any links or advertisements on the Website should not be interpreted as approval by us of those linked sites or information you may obtain from them. The Website also contains data provided by third parties and we are not responsible for, nor do we make any warranties or representations for any inaccuracies in such data. You agree to release us from any claims or disputes of any kind arising from or in any way connected to such disputes with third parties.

By submitting content through the Website, you grant us a non-exclusive, worldwide, royalty-free license to use, display, and reproduce such content solely for the purpose of operating and promoting the Website, subject to our Privacy Policy.

### **17. Third-Party Links and Advertisements Disclaimer**

The Website may display advertisements or links to third-party websites or services. We do not control and are not responsible for the content, products, or services provided by these third parties. Inclusion of such content does not imply our endorsement. Your interactions with third-party advertisers and linked sites are solely between you and the third party, and you assume all risk associated with such dealings.

### **18. Changes to the Terms**

We may revise these Terms from time to time without notice. Each time you wish to use the Website, please check these Terms to ensure that you understand the terms that apply at that time. In addition, we may also update and change the Website from time to time without notice. Where changes materially affect your rights or obligations, we will take reasonable steps to notify you (e.g., by email, banner notification, or app alert) and your continued use of the Website after such changes shall constitute your acceptance of the updated Terms.

### **19. Changes to the Website and Notification of Updates**

We may update the Website, its functionality, or these Terms at any time, with or without notice. Where changes materially impact your rights or obligations, we will take reasonable steps to notify you. Your continued use of the Website after such updates will constitute your acceptance of the revised terms. We encourage you to regularly review this page and any notices we provide.

### **20. Your contributions on the Website**

In these Terms “Contributions” means any information including data, text, video, still images, audio or other material that we have permitted you to host, share, publish, post, store or upload on the Website.

We may at any time, without liability to you, remove, alter or disable access to any or all of your Contributions in our sole discretion without prior notice to you. We may also remove or disable access to any or all of your Contributions if we consider that:

- a. those Contributions are in breach of any law or regulation;
- b. those Contributions infringe the intellectual property rights of any third party;
- c. we are required to do so by a regulatory body or any relevant authority pursuant to an interim or final take-down notice;
- d. those Contributions are;
  - i. misleading or deceptive;
  - ii. inappropriate having regard to the purpose of the Website;
  - iii. likely to cause offence;
  - iv. materially incorrect;
  - v. obscene;

- vi. defamatory;
- vii. otherwise unlawful and/or against the customs or norms of the region in which this Website is referred to; or
- viii. corrupted, due to the presence of a virus or other disabling code.

To the extent permitted by law and subject to our Privacy Policy, you grant us a worldwide, non-exclusive, royalty-free licence to use, display, reproduce, and distribute your Contributions solely for the operation, promotion, and improvement of the Website and related services. This licence does not apply to personal data, which we will process only in accordance with applicable data protection laws and our Privacy Policy.

You also grant each user of the Website the right to use your name or the name you submit with the Contribution, and, the right to represent and warrant that:

- a. you own and control all of the rights to the Contributions; or
- b. you have the lawful right including all necessary licences, rights, consents and permissions to use and authorise us to display the Contributions.

For any Contributions that you may retain moral rights in, you declare that:

- a. you do not require that any personally identifying information be used in connection with the Contribution, or any derivative work, upgrade or update of the Contribution; and
- b. You understand that when accessing the Website you may be exposed to the Contributions of other users of the Website. You acknowledge and agree that we do not have control of and are not responsible nor do we warrant the veracity of these other Contributions.

You represent and warrant that:

- a. you have the lawful right including all necessary licenses, rights, consents and permissions to use and authorise us to display your Contributions;
- b. you will not make any Contributions that infringe the intellectual property rights of any third party, and you agree to pay all royalties, fees or other monies payable by reason of any Contributions made by you; and
- c. you will not make any Contributions that are:
  - i. misleading;
  - ii. deceptive;
  - iii. materially incorrect;
  - iv. likely to cause offence;
  - v. directly or indirectly involve the unauthorised or unsolicited advertising or marketing of any products or services not approved or permitted under your account type or service agreement with us;
  - vi. obscene, including pornographic, hateful, racially or ethnically offensive material;
  - vii. defamatory;
  - viii. otherwise unlawful or encourage unlawful conduct; or
  - ix. otherwise inappropriate having regard to the purpose of our Website.

## **21. Communicating with you**

When you use the Website or send emails to us, you are communicating with us electronically. You hereby consent to receive electronically any communications related to your use of the Website. We will communicate with you by email or other communication means, such as WhatsApp, or by posting notices on the Website. You acknowledge and

agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address or the mobile number you provide on the Website for your account.

## **22. Electronic Consent and Communications**

By accessing or using the Website, you consent to receive all agreements, notices, disclosures, and other communications electronically. We may provide these communications via email, through the Website, or via other electronic means such as push notifications or instant messaging platforms. You agree that all electronic communications satisfy any legal requirements that such communications be in writing.

## **23. Indemnity**

You agree to indemnify and hold us and our affiliates (and our officers, agents, partners and employees) against any and all loss, liability, claim or demand, including reasonable attorney's fees, arising out of, or in connection with your use of and access to the Website or making Contributions not in accordance with the Terms.

## **24. Disclaimer**

The materials on the Website are provided on an "as is" and "as available" basis and we make no warranties, expressed or implied, and hereby disclaim and negate all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights and workmanship and project outcome. Further, we do not warrant or make any representation concerning the accuracy, likely results, or reliability of the use of the materials on the Website or otherwise relating to such materials or on any site linked to the Website.

Nothing in this clause shall be construed as excluding or limiting any warranties or obligations which may not be lawfully excluded under applicable laws of the United Arab Emirates.

## **25. We may monitor and record telephone calls**

The service provider, the showrooms and sellers who have subscribed to our call tracking service have elected to have their call enquires generated through the Website. Such calls may be tracked and recorded for training and customer service assessment purposes. You consent in advance to any such recording. We will remind you of our recording before each phone conversation.

Call recordings are processed in accordance with our Privacy Policy and applicable UAE data protection laws. You will be notified before each recorded call, either through an automated voice message at the beginning of the call or via an on-screen disclaimer if initiated digitally. The recordings are retained only for the period necessary for service quality monitoring, dispute resolution, or legal compliance, and are accessible only to authorised personnel.

## **26. Governing law and jurisdiction**

These Terms and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC). Any dispute or claim arising from or in connection with these Terms, your use of the Website, or any services accessed through it, shall be subject to the exclusive jurisdiction of the DIFC Courts. However, in the event that such jurisdiction is expressly prohibited or unenforceable under applicable UAE law, including mandatory provisions of UAE Consumer Protection Law, then such dispute shall be subject to the non-exclusive jurisdiction of the onshore civil courts of Dubai, United Arab Emirates.

## **27. General terms**

If any term of these Terms is or may become for any reason invalid or unenforceable at law, the validity and enforceability of the remainder will not be affected.

These Terms and the documents referred to or incorporated in them constitute the entire agreement between us and replaces all previous agreements and understandings between them, relating to its subject matter.

Our failure to enforce any provision of these Terms shall not constitute a waiver of that or any other provision.

## **28. Severability and Survival**

If any provision of these Terms is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to make it valid and enforceable or, if that is not possible, severed from the Terms, and the remaining provisions shall remain in full force and effect. Any obligations or rights that by their nature should survive termination shall survive, including but not limited to clauses relating to intellectual property, disclaimers, indemnities, and limitations of liability.

## **29. Entire Agreement and Assignment**

These Terms, together with our Privacy Policy and any supplemental policies or agreements referenced herein, constitute the entire agreement between you and us regarding your use of the Website. You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign these Terms to any affiliate or successor entity without restriction.

## **30. Contact us**

Our verified subscribers are licensed home improvement service providers, building material sellers and showrooms. To report any suspected fraudulent or misleading service or product postings on our site please send us an email with the details to [contact@taamir.ae](mailto:contact@taamir.ae)

If you have any queries, complaints or recommendations about these Terms of Use, please contact us at the following address: [contact@taamir.ae](mailto:contact@taamir.ae)

We will acknowledge receipt of your complaint within two (2) business days and aim to resolve all issues within a maximum of seven (7) business days, in accordance with applicable UAE consumer protection regulations.