

## **Dubai Health Hack Terms & Conditions**

This site services available about this site (the "Site") are made available to you by Dubai Health Authority's. (DHA) subject to these terms and conditions, including those set forth in the DHA Privacy Policy (the "Terms of Use"). By accessing, using, uploading or downloading any materials or information to or from the Site, you agree to follow and be bound by the Terms, which may be updated by DHA from time to time without notice to you. If DHA makes changes to any terms of this Terms of Use, these changes will be posted on the Site in a timely manner. You can review the most current version of the Terms at any time at Terms of Use. DHA and its third-party providers may make improvements and/or changes in the products, services, features, programs, and prices described in this Site at any time without notice. BY CONTINUING TO USE THE SITE, YOU ARE INDICATING YOUR AGREEMENT TO THE TERMS AND ALL REVISIONS THEREOF.

### **Glossary**

"DHA", "we", "our", or "us" means Dubai Health Authority, with address in Dubai, Dubai Health Authority Building, Al Maktoum Bridge Street, Bur Dubai Area 4545, UAE

"**Intellectual Property Rights**" means any and all intellectual property rights, existing worldwide and the subject matter of such rights, including: (a) patents, copyright, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trademarks, and any right to have confidential information kept confidential; and (b) any application or right to apply for registration of any of the rights referred to in paragraph (a), whether or not such rights are registered or capable of being registered and whether existing under any laws, at common law or in equity.

"**User**", "you" or "your" means an individual who visits or uses the Site

"**Site**" means the Sites operated by DHA and available at: [www.dha.gov.ae](http://www.dha.gov.ae) .

### **Overview**

By accessing and/or using the Site, you agree to the following terms with DHA.

We may amend this Terms of Use and any linked information from time to time by posting amended terms on the Site.

The Site is an online venue where Users create and share creative activities, access to contents generated through the [www.dubaihealthhack.org](http://www.dubaihealthhack.org) network, participate in DHH activities, like online registration, submission of abstract, accessing to virtual session related to DHH 2019.

You acknowledge and agree any necessary software used about the Site (if any) and any Content available on the Site contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by DHA or applicable third-party service providers or advertisers.

DHA grants you a personal, non-transferable and non-exclusive right and license to access and use the Site; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Site. You agree not to access the Site by any means other than through the interface that is provided by DHA for use in accessing the Site.

The term DHH 2019, the DHH logo and other DHA related logos and product and service names are the exclusive trademarks of, and are owned by DHA., and you may not use or display such trademarks in any manner without DHA's prior written permission. Any third-party trademarks or service marks displayed on the Site are the property of their respective owners.

DHA reserves all rights not expressly granted hereunder.

## **Scope**

Before using the DHH Site, we recommend that you read the whole Terms of Use, the Site policies and all linked information.

You must read and accept all terms in, and linked to, this Terms of Use, the Ethic rules, the DHA [Privacy Policy](#) and all Site policies. We strongly recommend that, as you read this Terms of Use, you also access and read the hyperlinked information. By accepting this Terms of Use, you agree that this Terms of Use will apply whenever you use the DHH Site, or when you use the tools we make available to interact with the DHH Site.

## **Eligibility**

To use the DHH Site you must open a DHH account and accept the Terms & Conditions." You will not use the DHH Site if you: are not able to form legally binding contracts; or are under the age of 16; or a person barred from receiving and rendering services under the laws of Dubai or another applicable jurisdiction; or are suspended from using the DHH Site.

Subject to your local laws, a person over 15 but under 18 can use an adult's account with the permission of the account holder. However, the account holder is responsible for everything done with that account.

Users may provide a business name or a company name, which is to be associated with the User's Account. Users acknowledge and agree that where a business name or company name is associated with their Account, this Terms of Use is a contract with the User as an individual (not the business or company) and Users remain solely responsible for all activity undertaken in respect of their Account.

We may, at our absolute discretion, refuse to register a person or company entity as a User.

## **Using DHH site**

While using the DHH Site, you will not: post content or items in inappropriate categories or areas on our Sites and services; infringe any laws, third party rights or our policies, such as the post false, inaccurate, misleading, defamatory or offensive content (including personal information); take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the DHH Site); transfer your DHH account (including feedback) and Username to another party without our consent; distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes; distribute viruses or any other technologies that may harm DHH, the Site, or the interests or property of DHH users (including their Intellectual Property Rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person; download and aggregate listings from our Site for display with listings from other Sites without our express written permission, "frame", "mirror" or otherwise incorporate any part of the Site into any other Site without our prior written authorization; attempt to modify, translate,

adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the DHH Site; copy, modify or distribute rights or content from the DHH Site or DHH's copyrights and trademarks; or harvest or otherwise collect information about Users, including email addresses, without their consent.

### **Promotion**

We may display your university or business name, logo, images or other media, and public description of your Projects and profile as part of the DHH Services and/or other marketing materials relating to the DHH/DHA Site, except where you have explicitly requested that we do not do this and we have agreed to such request.

### **Content**

When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise all copyright, trademark, publicity, and database rights (but no other rights) you have in the content, in any media known now or in the future.

You acknowledge and agree that: (1) we only act as a portal for the online distribution and publication of User content. We make no warranty that User content is made available on the Site. We have the right (but not the obligation) to take any action deemed appropriate by us with respect to your User content; (2) we have no responsibility or liability for the deletion or failure to store any content, whether the content was made available on the Site or not; and (3) all content submitted to the Site is subject to our approval. We may reject, approve or modify your User content at our sole discretion.

You represent and warrant that your content: will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy of any person; will not violate any law or regulation; will not be defamatory or trade libelous; will not be obscene or contain child pornography; will not contain the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons will not contain material linked to terrorist activities will not include incomplete, false or inaccurate information about User or any other individual; and will not contain any viruses or other computer programming routines that are intended to

damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

You acknowledge and agree that we may transfer your personal information to a related body corporate and your information may be transferred outside of the Dubai area. If you wish to withdraw your consent, you acknowledge and agree that we may be unable to provide you with access to the Site and DHH Services and may close your Account.

Information on the Site may contain general information about legal, financial, health and other matters. The information is not advice, and should not be treated as such. You must not rely on the information on the Site as an alternative to professional advice. If you have specific questions about any matter you should consult your professional adviser.

We provide unmonitored access to third party content, including User feedback and articles with original content and opinions (or links to such third-party content). We only act as a portal and have no liability based on, or related to, third party content on the Site, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline.

The Site may contain links to other third-party Sites. We do not control the Sites to which we link from the Site. We do not endorse the content, products, services, practices, policies or performance of the Sites we link to from the Site. Use of third party content, links to third party content and/or Sites is at your risk.

## **Advertising**

Unless otherwise agreed with us, you must not advertise an external Site, product or service on the Site. Any Site address posted on the Site

We may display sponsor advertisements and promotions on the Site. You acknowledge and agree that we shall not be responsible for any loss or damage of any kind incurred by you because of the presence of such advertisements/ promotions in the Site or your subsequent dealings with the Advertisers. Furthermore, you acknowledge and agree that content of sponsor advertisements or promotions is protected by copyrights, trademarks, service marks, patents or other intellectual property or proprietary rights and laws. Unless expressly

authorized by DHH or third party right holders, you agree not to modify, sell, distribute, appropriate or create derivative works based on such advertisement/promotions.

### **Communication with Other Users**

You must not post your email address or other contact information on the Site, except in the "email" field of the signup form, at our request or as otherwise permitted by us on the Site.

### **Identity**

You authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. You must, at our request: (1) provide further information to us, which may include your date of birth and other information that will allow us to reasonably identify you; (2) take steps to confirm ownership of your email address; or (3) verify your information against third party databases or through other sources.

You must also, at our request, provide copies of identification documents (such as your drivers' license). We may also ask you to provide photographic identification holding a sign with a code that we provide as an additional identity verification step.

### **Limits & Fraud Prevention**

We reserve the right to suspend a User withdrawal request if the source of the funds is suspected to be fraudulent.

### **Loss & Damages**

Any loss or damage will not be borne by DHA or any organization/ persons or individual employed by DHA.

### **Other Disputes with Users**

You acknowledge and agree that in the event that a dispute arises between you and another User in relation to any project that you will first attempt to resolve any differences that you have in relation to such Project, including in relation to the quality of the services provided.

### **Challenges**

We may run and promote Challenges onsite from time to time and such competitions will be subject to the terms and conditions as published by us on the Site.

Prizes awarded will be denominated in AED unless stated otherwise. Competition winners will be determined by us in accordance with the applicable terms and conditions at our absolute discretion. All decisions made us in respect of competition are final and we will not enter any correspondence in relation to the prize or the promotion.

### **Access and Interference**

You agree that you will not use any robot, spider, scraper or other automated means to access the DHH Site or DHA for any purpose without our express written permission.

### **Privacy**

We use your information as described in the DHH policy. If you object to your information being transferred or used in this way then you may not use our services.

### **Indemnity**

You will indemnify us (and our officers, directors, agents, subsidiaries, joint ventures and employees) against any claim or demand, including legal fees and costs, made against us by any third-party due to or arising out of your breach of this Agreement, or your infringement of any law or the rights of a third party while using the DHH Site and DHH Services.

### **Security**

You must immediately notify us upon becoming aware of any unauthorized access or any other security breach to the Site, your Account or the DHH Services and do everything possible to mitigate the unauthorized access or security breach (including preserving evidence and notifying appropriate authorities). You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unauthorized access of your account resulting from your failure to secure your password.

### **No Insurance or Warranty**

We do not offer any form of insurance, or other Client or Freelance protection.

### **No Warranty as To Each User's Purported Identity**

Because User identification on the internet is difficult, we cannot and do not confirm each User's purported identity. We may provide information about a User, such as a strength or risk score, geographical location, or third-party background check or verification of identity or credentials. However, such information is based solely on data that the User submits and we provide such information solely for the convenience of Users and the provision of such information is not an introduction, endorsement or recommendation by us.

### **No Warranty as To Content on The Site**

The Site is a dynamic time-sensitive Site. As such, information on the Site will change frequently. It is possible that some information could be considered offensive, harmful, inaccurate or misleading or mislabeled or deceptively labelled accidentally by us or accidentally or purposefully by a third party.

### **Limitation of Liability**

In no event shall we, our related entities, our affiliates or staff be liable, whether in contract, warranty, tort (including negligence), or any other form of liability, for: any indirect, special, incidental or consequential damages that may be incurred by you any loss of income, business or profits (whether direct or indirect) that may be incurred by you any claim, damage, or loss which may be incurred by you as a result of any of your transactions involving the Site.

The limitations on our liability to you above shall apply whether we, our related entities, our affiliates or staff have been advised of the possibility of such losses or damages arising.

Notwithstanding the above provisions, nothing in this Terms of Use is intended to limit or exclude any liability on the part of us and our affiliates and related entities where and to the extent that applicable law prohibits such exclusion.

### **Jurisdiction Limitations**

As some jurisdictions do not allow some of the exclusions or limitations as established above, some of these exclusions or limitations may not apply to you. In that event, the liability will be limited as far as legally possible under the applicable legislation.



## **Bar to Action**

We may plead this Terms of Use in bar to any claim, action, proceeding or suit brought by you, against us for any matter arising out of any transaction or otherwise in respect of this Terms of Use.

## **No Class Actions**

You and we agree that you and we will only be permitted to bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and we agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding.

## **Notices**

Legal notices must be served on DHA (in the case of DHH) or to the email address you provide to DHH during the registration process (in your case). Notice will be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid or that the email has not been delivered. Alternatively, we may give you legal notice by mail to the address provided by you during the registration process. In such case, notice will be deemed given three days after the date of mailing.

## **Law and Forum for Legal Disputes**

This Agreement will be governed in all respects by the laws of the Dubai. We encourage you to try and resolve disputes using certified mediation (such as online dispute resolution processes). If a dispute cannot be resolved then you and DHH irrevocably submit to the non-exclusive jurisdiction of the courts of Dubai, UAE.

## **Severability**

The provisions of this Terms of Use are severable, and if any provision of this Terms of Use is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced. This Agreement may be assigned by us to an associated entity at any time, or to a third party without your consent in the event of a sale or other transfer of

some or all our assets. In the event of any sale or transfer you will remain bound by this Terms of Use.

### **No Waiver**

Our failure to act with respect to an anticipated or actual breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Nothing in this section shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.

### **Communications**

You consent to receive notices and information from us in respect of the Site and Services by electronic communication. You may withdraw this consent at any time, but if you do so we may choose to suspend or close your Account.

### **Additional Terms**

It is important to read and understand all our policies as they provide the rules for trading on the DHH Site. In addition, there may be specific policies or rules that apply, and it is your responsibility to check our T&C page and policies to make sure you comply. Our policies, including all policies referenced in them, are part of this Agreement and provide additional terms and conditions related to specific services offered on our Sites, including but not limited to: [Privacy Statement](#)

### **Feedback**

If you have any questions about this Terms of Use or if you wish to report breaches of this Terms of Use, please contact us by using our email id [Dubaihealthhack@mci-group.com](mailto:Dubaihealthhack@mci-group.com) or website [www.dubaihealthhack.org](http://www.dubaihealthhack.org) .